

**JAMES R. HAWKINS, APLC**

James R. Hawkins, Esq. SBN 192925  
Gregory E. Mauro, Esq. SBN 222239  
9880 Research Drive, Suite 200  
Irvine, CA 92618  
TEL: (949) 387-7200  
FAX: (949) 387-6676

Attorneys for Plaintiff, JAMES R. RUDSELL, on behalf of  
himself and all others similarly situated

**MARLIN & SALTZMAN, LLP**

Stanley D. Saltzman, Esq. (SBN 90058)  
29800 Agoura Road, Suite 210  
Agoura Hills, California 91301  
Telephone: (818) 991-8080  
Facsimile: (818) 991-8081  
ssaltzman@marlinsaltzman.com

**SETAREH LAW GROUP**

Shaun Setareh, (SBN 204514)  
315 South Beverly Drive, Suite 315  
Beverly Hills, CA 90212  
Telephone: (310) 888-7771  
Facsimile: (310) 888-0109shaun@setarehlaw.com  
Attorneys for Plaintiffs GILBERT SAUCILLO, et al

**IN THE UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

JOHN BURNELL, JACK POLLOCK,  
and all others similarly situated,

Plaintiffs,

v.

SWIFT TRANSPORTATION CO. OF  
ARIZONA, LLC,

Defendant.

**CASE NO. EDCV 12-00692 VAP OPx**  
Related Case: **5:10-CV-00809-VAP (OPx)**  
(Assigned to the Hon. Virginia A.  
Phillips)

**DECLARATION OF JAMES  
HAWKINS IN SUPPORT OF  
PLAINTIFFS' MOTION FOR FINAL  
APPROVAL, ATTORNEYS' FEES,  
COSTS, SERVICE AWARDS, AND  
ADMINISTRATION COSTS**

Date: December 2, 2019

Time: 02:00 p.m.

Room: 8A – First Street

Complaint Filed: March 22, 2010

Trial Date: None Set

**DECLARATION OF JAMES R. HAWKINS**

I, James Hawkins, declare as follows:

1. I am an individual over the age of 18. I am a partner at the Law Firm of James Hawkins, APLC (“Counsel” or “Class Counsel”). I am one of the attorneys of record for named Plaintiff James Rudsell (“Plaintiff” or “Class Representative”), who has filed the *Rudsell* class action on behalf of the Class Members. I submit this Declaration in support of the Motion for Final Approval of Class Action Settlement, Attorneys’ Fees, Costs, Service Awards and Administration Costs (“Motion”) of the Class Action Settlement (“Settlement” or “Settlement Agreement”), which is filed concurrently herewith, along with the Memorandum of Points and Authorities. I have personal knowledge of the facts set forth below, with many of the facts being drawn from the Court files herein, and if called to testify regarding them, I could and would do so competently.

2. Nothing has changed to disturb the Court’s August 16, 2019 granting of preliminary approval of the settlement and the Court should grant final approval. Of the 19,544 individuals, only 11 valid and timely individuals have excluded themselves and only 4 individuals have made objections, Three of the four objections assert an inadequate settlement value. However, the Court has already considered the reasonable value of the settlement over the objections and held oral argument prior to granting preliminary approval. The fourth objections, separately addressed, also lacks reason to deny final approval. Nothing has changed to disturb such a finding of the reasonableness of the settlement given the in depth risks and valuation discussions made in support of the motion for preliminary approval and the Court should grant final approval. A true and correct copy of the operative Settlement Agreement is attached hereto as **Exhibit 1** and incorporated herein.

3. The *Burnell* case was filed on March 22, 2010, and thereafter removed to this Court. The *Rudsell* case was filed on January 10, 2012, and also removed to this Court.

1           4.     The *Burnell* and *Rudsell* Actions and the proposed settlement Class  
2 Members are/were employed by Defendants who own and operate a logistics  
3 business, as employee drivers primarily driving within the state of California and  
4 alleged claims for unpaid wages, unpaid rest breaks, illegal meal breaks, wage  
5 statement violations, unreimbursed expenses, waiting time penalties, PAGA and unfair  
6 competition. Plaintiffs alleged in both actions that Defendant's mileage-based pay  
7 violated California law in that it did not allocate pay for certain tasks drivers had to  
8 perform, i.e. pre- and post-trip inspections, loading, unloading, fueling, maintenance,  
9 hooking or unhooking trailers, waiting time, and completing paperwork, and because  
10 Defendant did not provide paid rest breaks. The certified class for settlement purposes  
11 is defined as all drivers employed by Swift Transportation Co. of Arizona, LLC and/or  
12 Swift Transportation Co., Inc. ("Swift" or Defendants") to perform work in the State  
13 of California and who earned mileage-based compensation during the period March  
14 22, 2006 to January 31, 2019. There are 19,533 Settlement Class Members.

15           5.     The *Rudsell* case engaged in a round of discovery before the case was  
16 stayed by order of this Court, on April 29, 2013. The *Burnell* case was the subject of  
17 extensive pre-certification litigation, including many depositions of parties and  
18 corporate witnesses, as well as extensive productions of records by the Defendant—all  
19 of the discovery and investigation went to not only the class claims but also to the  
20 representative PAGA claim, which is predicated on the same factual allegations as the  
21 class claims. The *Burnell* plaintiffs filed their motion for class certification on  
22 January 22, 2016. After full briefing, the motion was argued on April 25, 2016, and  
23 ultimately denied by the Court on May 4, 2016 (Docket no. 170). Plaintiffs' filed a  
24 petition for review under Rule 23(f), which after briefing was denied by the Ninth  
25 Circuit on July 18, 2016. There has not been any ruling on the PAGA claims asserted  
26 in either *Burnell* or *Rudsell*.

27           6.     From the inception of these cases, through until the settlement  
28 negotiations, the parties have vigorously litigated their respective positions in

1 connection with all aspects of this litigation. Such investigation has included, inter  
2 alia, the formal and informal exchange of information and documents including  
3 interrogatories and request for documents which included production of covering  
4 policies and procedures relating to the alleged claims, such as employee handbooks,  
5 relevant policies on timekeeping, pay schemes, meal and rest periods, job descriptions  
6 and duties, sampled time and payroll records, Defendant's locations in California  
7 during the class period, the compensation information relating to the Class Members  
8 such as work workweeks applicable to the Class during the Class Period. Defendant  
9 also provided data regarding the class size, including active drivers and formers and  
10 driver payroll records. This discovery permitted Class Counsel to conduct extensive  
11 and comprehensive damages analyses and have a clear view of the strengths and  
12 weaknesses of their claims and defenses to determine potential liability for each of  
13 Plaintiffs' claims.

14 7. After review and analysis of the extensive body of documents and  
15 information produced by Defendant, including developing intricate custom  
16 software algorithms for the computation of damage models in this case for use  
17 at mediation and case valuation, the parties attended a full-day mediation on April 23,  
18 2018 with experienced wage-and-hour mediator, Mark Rudy, Esq., in San Francisco.  
19 The parties were unable to reach a resolution at mediation that day but continued  
20 negotiations through mediator Mark Rudy and eventually agreed upon the \$7.25  
21 million settlement on or about May 14, 2018. Thereafter, the Parties continued to  
22 negotiate the additional terms of the settlement.

23 8. Throughout the negotiations and the litigation process in general,  
24 Plaintiffs recognized that the issues of liability and class certification presented  
25 significant uncertainty and risk. This was born out by the outcome of the certification  
26 motion in the *Burnell* case, plus the *Mares* and *McKinsty* cases, where this Court thrice  
27 denied certification of the claims asserted. Moreover, this Court also granted defense  
28

1 summary judgment in the *Mares* case and in the unrelated but similar *CRST* matter,  
2 wherein both sets of Plaintiffs' counsels herein were also counsel for the class therein.

3 9. If Plaintiffs were unable to reverse the denial of certification or to reverse  
4 the summary judgments awarded, they could not prevail on these claims, and a  
5 judgment would be entered for Defendant, whereby the Class Members would receive  
6 nothing. The proposed Settlement, in contrast, offers a guaranteed, significant value to  
7 the Class Members that fairly and reasonably accounts for the very real risks of  
8 litigation. Based on the parties' own independent investigations and evaluation, I am of  
9 the opinion that the settlement for the consideration and on the terms set forth in the  
10 Settlement is within the range of approval, and is fair, reasonable, and adequate and is  
11 in the best interests of the Class in light of all known facts and circumstances and the  
12 expenses and risks inherent in litigation and certification. The issues and arguments  
13 Class Counsel has encountered and overcome in arriving at the parties' negotiated  
14 settlement terms were many and complex and required skillful advocacy that can arise  
15 only out of experience, professional perspective, and success.

16 10. Subject to Court approval, Defendant has agreed to pay a non-  
17 reversionary Gross Settlement Amount of Seven Million Two Hundred and Fifty  
18 Thousand dollars (\$7,250,000.00) to settle these proposed consolidated actions. Upon  
19 the Court granting preliminary and then final approval of the requested amounts, the  
20 following specific payments will be made from the GSA to arrive at the Net Settlement  
21 Amount (NSA), which is the amount available for distribution to the Participating  
22 Class Members:

	<i>Amount</i>
<b>Gross Settlement Fund:</b>	<b>\$7,250,000.00</b>
Attorneys' Fees	(\$2,416,666.67)
Litigation Costs	(\$75,000.00)
Settlement Administration	(\$67,551.61)
Plaintiff Service Awards	(\$10,000.00)
PAGA Penalties (75% LWDA portion)	(\$375,000.00)

**Net Settlement  
Amount**

**\$4,305,781.72**

11. The Settlement provides Class Members immediate relief, after nine years of litigation, while avoiding further significant legal and factual obstacles that otherwise may prevent them from obtaining any recovery at all. Indeed, as noted above, certification of this and two other similar classes has been denied on three separate occasions, summary judgment motions on key issues have been granted in favor of the defendant, and critical claims have now been subjected to federal agency intervention through the recent determinations of the Federal Motor Carrier Safety Administration (FMCSA) declaring meal and rest breaks to be preempted by federal law, and therefore class certification, trial and any attendant appeals, are inherently uncertain.

12. Aside from the attacks on the merits of the Plaintiffs' claims, Defendant also asserted that Plaintiffs' meal and rest break and wage/hour claims may be subject to federal preemption based on the December 21, 2018 Federal Motor Carrier Safety Administration ("FMCSA") granting the American Trucking Association ("ATA") petition finding that California's meal and rest break laws are preempted under 49 U.S.C. 31141. (Section 31141 for property-carrying commercial drivers that are covered by the Department of Transportation ("DOT")). On March 22, 2019, the FMCSA issued a clarifying decision stating that its December 21, 2018 decision "precludes courts from granting relief pursuant to the preempted State law or regulation at any time following issuance of the decision, regardless of whether the conduct underlying the lawsuit occurred before or after the decision was issued, and regardless of whether the lawsuit was filed before or after the decision was issued." If such regulations pass judicial scrutiny at the 9<sup>th</sup> Circuit or U.S. Supreme Court, as to which several appeals are already occurring, those claims would immediately be worthless.

13. This case also has the potential to impose enormous litigation costs



1 on all of the parties, as Defendant is expected to continue challenging Plaintiffs'  
2 allegations. Although it is difficult to foresee the ultimate result of a trial, we  
3 anticipate an expensive, complex and time-consuming process. We foresee the  
4 possibility of a lengthy and costly appeal regardless of the outcome of trial given the  
5 ever changing legal landscape governing this case. In order to succeed on the merits,  
6 Class Members would also need to prevail on the several hotly disputed legal and  
7 factual issues discussed herein.

8 14. Plaintiffs' Counsel continues to view this as a fair and reasonable  
9 settlement in light of the complexities of the case, the state of the law and uncertainties  
10 of class certification and litigation, the policies and practices Defendant has had in  
11 place or implemented, and their impact on potential liability, and the benefit to be  
12 recovered for the Class Members. Given the risks inherent in litigation and the  
13 defenses asserted, Class Counsel believe this Settlement to be fair, adequate, and  
14 reasonable and to be in the best interests of the Class Members, such that it should be  
15 preliminarily approved.

16 15. The Class Representatives have provided extensive supporting  
17 documents, and assisted counsel in developing information which has been absolutely  
18 necessary to litigate and settle this case. Plaintiffs also conducted extensive record  
19 review and consultation with counsel. The Settlement provides for a request for the  
20 Court to approve an enhancement award to be paid to the Class Representative in the  
21 amount of \$5,000. Plaintiffs faced significant risks both financially and reputationally.  
22 Had Defendant prevailed in this action, Plaintiffs may have been required to pay  
23 Defendant's costs. Moreover, by putting their names on the face of this action against a  
24 major trucking company in the United States, Plaintiffs have gained notoriety, and risk  
25 facing difficulty finding future positions in the trucking industry. The incentive awards  
26 requested by each of the Plaintiffs represent a small fraction of the overall settlement  
27 value. Plaintiffs have maintained their position in this action for close to a decade.  
28 Surely Plaintiffs could have decided to settle their individual claims and not provide

1 any relief to the class. Yet, Plaintiffs have maintained a steady course which course  
2 should not be penalized. Without Plaintiffs' work and efforts, the Settlement Class  
3 would have received nothing. Therefore, when examined in the context of the gross  
4 funds that were obtained on behalf of the Class as a direct result of Plaintiffs'  
5 undertaking the role of Class representatives, the requested Incentive Awards are  
6 proportionally modest, fair, and reasonable.

7 16. I and my firm have a great deal of experience in wage and hour class  
8 action litigation. My practice is limited exclusively to litigation, focusing on the  
9 representation of employees and consumers in wage and hour and consumer class  
10 action matters and have been appointed Class Counsel or co-Class Counsel in many of  
11 these cases. I have been certified and approved as class counsel in many other  
12 wage/hour class actions, and I am currently litigating numerous others before federal  
13 and state courts. Although not an all-inclusive list, over the years I have prosecuted  
14 the following class action matters as lead and/or co-lead counsel, all of which  
15 implicated similar law and facts to those associated with this Action:

- 16 a. ***Carey, et. al. v. Arthur J. Gallagher, et. al.***, USDC, SOUTHERN  
17 DISTRICT- Case No.: 09-cv-0168. Wage and Hour Class action seeking  
18 past wages of overtime for mis-classification of insurance claims adjusters  
19 employed by Gallagher Bassett, a third party administrator (TPA) in the  
20 State of California. Certification granted. Plaintiffs' counsel co-lead  
21 counsel. Case settled, Final Approval granted, no objections and funds  
22 fully distributed.
- 23 b. ***Dao v. 3M Company, et al.*** USDC, CENTRAL DISTRICT, Case No.  
24 CV-08-04554. Wage and Hour Class Action case seeking past wages for  
25 "off the clock", overtime and meal and rest break violations for  
26 production workers in the State of California. Plaintiffs' Counsel  
27 appointed as Lead Counsel. Case settled, Final Approval granted, no  
28 objections and funds fully distributed.



- 1 c. ***Ortiz v. Kmart***, USDC, CENTRAL DISTRICT, Case No. SACV 06-638  
2 ODW. Wage and Hour Class Action case seeking past wages for meal  
3 and rest period violations for retail employees in the State of California.  
4 Plaintiffs’ counsel appointed co-lead counsel. Case settled, Final  
5 Approval granted, no objections and funds fully distributed.
- 6 d. ***Morgan v. Aramark Campus, LLC***, USDC, CENTRAL DISTRICT, Case  
7 No. SACV08-00412. Wage and Hour Class Action case seeking past  
8 wages for meal and rest period violations for retail employees in the State  
9 of California. Plaintiffs’ Counsel appointed as Lead Counsel. Case  
10 settled, Final Approval granted, no objections and funds fully distributed.
- 11 e. ***West v Iron Mountain Information Management, Inc, et. al.***; Los  
12 Angeles County Superior Court, Case No. BC393709. Wage and Hour  
13 Class Action seeking past wages for overtime, meal and rest break  
14 violations for driver employees in the State of California. Settlement for  
15 “binding arbitration.” Arbitration Award for Plaintiff Class. Arbitration  
16 Award confirmed. Plaintiffs’ counsel lead trial counsel and class counsel.  
17 Case settled, Final Approval granted, no objections and funds fully  
18 distributed.
- 19 f. ***Gonzalez v. Superior Industries International, Inc., et al.***, Los Angeles  
20 County Superior Court, Case No. BC 357912. Wage and Hour Class  
21 Action seeking past wages for overtime, meal and rest breaks violations  
22 for production employees in the State of California. Plaintiffs’ counsel  
23 appointed as lead counsel. Case settled, Final Approval granted, no  
24 objections and funds fully distributed.
- 25 g. ***Acosta v. Fleetwood Travel Trailers of California, Inc., et al.***, Riverside  
26 County Superior Court, Case No. RIC 440630. Wage and Hour Class  
27 Action seeking past wages for overtime, meal and rest break violations for  
28 production employees in the State of California. Plaintiffs’ counsel

1 appointed as co-lead counsel. Case settled, Final Approval granted, no  
2 objections and funds fully distributed.

- 3 h. ***Walker v. Sharkeez, et al.***, Orange County Superior Court, Case No.  
4 05CC00293. Wage and Hour Class Action seeking past wages for  
5 unlawful deductions, meal and rest break violations for restaurant  
6 employees in the State of California. Plaintiffs' counsel appointed as lead  
7 counsel. Case settled, Final Approval granted and funds fully distributed.
- 8 i. ***Padron v. Universal Protection Service, et al.***, Orange County Superior  
9 Court, Case No. 05CC00013. Wage and Hour Class Action seeking past  
10 wages for overtime, meal and rest break violations for security officers in  
11 the State of California. Plaintiffs' counsel appointed as co-lead counsel.  
12 Case settled, Final Approval granted, no objections and funds fully  
13 distributed.
- 14 j. ***Martinez v. Securitas Security Services USA, et al.***, Santa Clara Superior  
15 Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and  
16 Hour Class Action seeking past wages for meal and rest break violations  
17 for security officers employed by defendant in the State of California.  
18 Plaintiffs' counsel and co-counsel. Case settled, Final Approval granted  
19 and funds fully distributed.
- 20 k. ***Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.***, Riverside  
21 Superior Court, Case No. RIC 420909. Wage and Hour Class Action  
22 seeking past wages for overtime, meal and rest break violations for  
23 housekeepers employed by defendant in the State of California.  
24 Plaintiffs' counsel appointed as lead counsel. Case settled, Final  
25 Approval granted, no objections and funds fully distributed.
- 26 l. ***Ruiz, et al. v. Unisource Worldwide, Inc., et al.***, USDC, CENTRAL  
27 DISTRICT, Case No. CV09-05848. Wage and Hour Class Action  
28 seeking past wages for meal and rest period violations for non-exempt

- 1 employees employed by defendant in the state of California. Case settled,  
2 Final Approval granted, no objections and funds fully distributed.
- 3 m. ***Herrador v. Culligan International Company, et al.***, USDC, CENTRAL  
4 DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action  
5 seeking past wages for field and branch employees of defendant in the  
6 State of California. Plaintiffs' counsel appointed as lead counsel. Case  
7 settled, Final Approval granted, no objections and funds fully distributed.
- 8 n. ***Defries v. Domain Restaurants, et al.***, Orange County Superior Court,  
9 Case No. 05CC00128. Wage and Hour Class Action seeking past wages  
10 for restaurant employees of defendant in the State of California.  
11 Plaintiffs' counsel appointed as lead counsel. Case settled, Final  
12 Approval granted, no objections and funds fully distributed.
- 13 o. ***Denton v. BLB Enterprises, Inc., et al.***, Orange County Superior Court,  
14 Case No. 07CC01292. Wage and Hour Class Action seeking unpaid  
15 overtime, meal and rest break violations for security guards employed by  
16 defendant in the State of California. Plaintiffs' counsel appointed as lead  
17 counsel. Case settled, Final Approval granted, no objections and funds  
18 fully distributed.
- 19 p. ***Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.***, Los Angeles  
20 Superior Court, Case No. BC411477. Wage and Hour Class Action  
21 seeking unpaid meal and rest break violations for production employees  
22 employed by defendant in the State of California. Plaintiff counsel  
23 appointed as lead counsel. Case settled, Final Approval granted, no  
24 objections and funds fully distributed.
- 25 q. ***McMurray v. Dave and Busters, Inc., et al.***, Orange County Superior  
26 Court, Case No. 06CC00099. Wage and Hour Class Action seeking past  
27 wages for meal and rest break violations for restaurant employees  
28 employed by defendant in the State of California. Plaintiffs' counsel

1 appointed as co-lead counsel. Case settled, Final Approval granted, no  
2 objections and funds fully distributed.

- 3 r. ***Osuna v. DFG Restaurants, Inc., et al.***, Los Angeles Superior Court,  
4 Case No. BC 330145. Wage and Hour Class Action seeking past wages  
5 of overtime for mis-classification of managers employed by Defendant,  
6 DBA Carl's Jrs. in the State of California. Plaintiffs' counsel appointed  
7 as co-lead counsel. Case settled, Final Approval granted, no objections  
8 and funds fully distributed.
- 9 s. ***Burns v. Gymboree Operations, Inc., et al.***, San Francisco Superior  
10 Court, Case No. CGC-07-461612. Wage and Hour Class Action  
11 seeking past wages for meal and rest break violations for retail employees  
12 employed by defendant in the State of California.  
13 Plaintiffs' counsel appointed lead counsel. Case settled, Final Approval  
14 granted, no objections and funds fully distributed.
- 15 t. ***Willems v. Diedrich Coffee, Inc., et al.***, Orange County Superior Court,  
16 Case No. 07CC00015. Wage and Hour Class Action seeking past wages  
17 of overtime for mis-classification of managers employed by Defendant in  
18 the State of California. Plaintiffs' counsel appointed lead counsel. Case  
19 settled, Final Approval granted, no objections and funds fully distributed.
- 20 u. ***Davila, et al. v. Beckman Coulter, Inc., et al.***, Orange County Superior  
21 Court, Case No. 07CC01347. Wage and Hour Class Action seeking past  
22 wages for overtime, meal and rest break violations for production workers  
23 employed by defendant in the State of California. Plaintiffs' counsel  
24 appointed lead counsel. Case settled, Final Approval granted, no  
25 objections and funds fully distributed.
- 26 v. ***Perez v. Naked Juice Company of Glendora, Inc.***, Los Angeles Superior  
27 Court, Case No. BC387088. Wage and Hour Class Action seeking past  
28 wages for overtime, meal and rest period violations for production

employees employed by defendant in the State of California. Plaintiff counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

w. ***Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and Hour Cases***, Los Angeles Superior Court, Case No. JCCP 4545. Wage and Hour Class Action seeking past wages for overtime, meal and rest period violations for security guards employed by defendant in the State of California. Certification granted. Plaintiffs' counsel appointed as co-lead counsel. Writ taken. Case Settled for \$130,000,000. Final Approval Granted.

17. The Settlement Agreement authorizes Class Counsel to seek from the Court attorneys' fees what would be 33 1/3% of the Gross Settlement Amount which is respectfully believed to be reasonable. Any amounts not awarded in fees will be added to the GSA i.e., the Settlement is not dependent on the Court awarding any particular amount to Class Counsel Attorneys' Fee Award or Class Counsel's Costs Award. My firm along with the Marling and Saltzman, LLP firm have been the only counsels to represent Plaintiffs and the Class Members in this matter, and we have borne the entire risks and cost of this litigation on a pure contingency basis. The legal issues raised in this case were complex and drew significantly upon the experience of Class Counsel and our extensive review and analysis of this Action. In a complex action such as this, which resulted in not only agreed upon recovery to the Settlement Class, Class Counsel's proposed attorneys' fees are, at the very least, in keeping with the market rate for contingency fees, reasonable.

18. Class Counsel respectfully requests the Court award its fees in accordance with the percentage of the common fund approach, based upon a reasonable contingency fee on the GSA. (*See Williams v. MGM- Pathe Commun. Co.*, 129 F.3d 1026, 1027 (9th Cir. 1997) ("We conclude that the district court abused its discretion by basing the fee on the class members' claims against the fund

1 rather than on a percentage of the entire fund or on the lodestar.”)). To the extent the  
2 Court would like to apply the lodestar analysis to cross-check the contingency fee  
3 award at final approval, Class Counsel will provide the Court with information on  
4 attorneys’ billable hours incurred and their rates. Plaintiff and Class Counsel  
5 respectfully submit the fees provision of the Settlement is fair and can be cross-  
6 checked for reasonableness under lodestar. The issues and arguments Class Counsel  
7 has encountered and overcome in arriving at the parties’ negotiated settlement terms  
8 were also many and complex and required skillful advocacy that can arise only out  
9 of experience, professional perspective, and success. Such claims are complex,  
10 evidence intensive, and nuanced, and can be very challenging to certify.

11 19. By this motion, Class Counsel seeks an award of attorneys' fees in the  
12 sum of approximately \$2,416,666.67 representing 33-1/3% of the GSA. This sum is  
13 reasonable and appropriate based on the substantial hours expended to achieve this  
14 result, the litigation risks and complexities of prosecuting these types of cases, the  
15 contingent nature of any fee, their experience in handling cases of this type, the fees  
16 commonly awarded in these cases, and the vindication of the Class' rights by securing  
17 a \$7,250,000 non-reversionary Settlement.

18 20. In similar wage and class action cases and settlements, Central District  
19 Courts have awarded attorneys' fees in percentages equal to or greater than Class  
20 Counsel's fee request.

- 21 a. *Karapetyan v. ABM Indus.*, No. 2:15-cv-08313-GW-E, 2015 U.S. Dist.  
22 *LEXIS 24210* (C.D. Cal. Sept. 7, 2017) (awarding 33-1/3% in  
23 \$5,000,000 wage and hour class action);
- 24 b. *Aguirre v. Genesis Logistics, Inc.*, No. 8:12-cv-00687-JVS-KES,  
25 2014 U.S. Dist. *LEXIS 184617* (C.D. Cal. Nov. 29, 2017) (awarding  
26 33-1/3% in \$7,000,000 wage and hour class action);
- 27 c. *Grillo v. Key Energy Services, LLC*, No. 2:14-cv-000881-AB-AGR,  
28 2017 U.S. Dist. *LEXIS 42682* (C.D. Cal. Oct. 13, 2017) (awarding



33-1/3% in \$3,000,000 wage and hour class action);

d. *Shiferaw v. Sunrise Senior Living Management, Inc.*, No. 2:13-cv-02171- JAK- PLA, 2016 U.S. Dist. LEXIS 187548 (C.D. Cal. Jul. 17, 2017) (awarding 33-1/3% in \$2,180,000 wage and hour class action); and

e. *Boyd v. Bank of America Corp.*, 2014 U.S. Dist. 162880 \* (C.D. Cal., Nov. 18, 2014) (awarding 33-1/3% in \$5,800,000 wage and hour class action).

21. The hours expended were reasonable in light of the complexity of this litigation. In undertaking these risks, and their responsibility to the Class, Class Counsel had to assure they had sufficient resources to dedicate to the prosecution of this Action. By accepting this case on a contingent basis, my firm was precluded from taking on other matters.

22. To date, Class Counsel, on behalf of Plaintiff and the Settlement Class members, have approximately 539.25 hours litigating this matter and will incur numerous additional hours through final administration and possible appeal based on the objections filed with this Court. The Parties' contractual agreement to pay attorneys' fees of 33% of the GSA is reasonable. My firm along with the Marlin and Saltzman firm have been the counsel to represent Plaintiffs and the other Class Members in this matter, and we have borne the entire risks and costs of this litigation on a pure contingency fee basis. The legal issues raised in this case are complex, and drew significantly upon my experience and the extensive review and analysis of documents and information by me and others at my firm. In a complex action such as this, the proposed attorneys' fees are, at the very least, on the low side of the market rate for contingency fees. At this juncture, Class Counsel requests a modest multiplier of 1.12.

23. A review of our firm's billing system reveals that to date, our firm as Class Counsel, on behalf of Plaintiffs and the Settlement Class Members,

1 invested approximately 539.25 hours litigating this matter through the date of this  
2 declaration. Based on those hours, my firm has incurred the following attorney  
3 lodestar hours of approximately \$462,119.50 in fees, broken down as follows: my rate  
4 of \$850 per hour x 250.12 hours = \$212,602; Gregory Mauro's rate of \$800 per hour  
5 x 252.60 documented hours plus an estimated 50 additional undocumented hours =  
6 \$242,400; Melissa Whitson, paralegal- 36.50 hours X \$195= \$7,117.50. All of the  
7 work and tasks performed by Class Counsel were reasonable and necessary to the  
8 prosecution of this case.

9       24. Class Counsel's skill and experience support their hourly rates ranging  
10 from \$800 to \$850, which are in line with rates typically approved in wage and  
11 hour class action litigation in California and specifically approved by numerous state  
12 and federal courts in California in the following class action settlement which  
13 were given final approval.

14           a. *Smith v. Space Exploration Technologies Corp.*, Los Angeles County  
15 Superior Court Case No. BC554258;

16           b. *Madrigal v. Balda C Brewer, Inc.*, Orange County Superior Court Case  
17 No. 30-2015-008202188-CU-OE-CXC;

18           c. *Gonzalez v. Quality Aluminum Force, LLC*, Orange County Superior  
19 Court Case No. 30-2015-00817941-CU-OE-CXC; and

20           d. *Guitierrez v. HMT Tank*, United States Central District Court Case No.  
21 CV14-1967-CAS-MANx.

22       25. My firm is continually monitoring prevailing market rates of defense  
23 and plaintiff law firms and set the billing rates to follow those rates for attorneys and  
24 staff of comparable skill, qualifications, and experience. Other wage and hour  
25 attorneys working as Class Counsel before California courts charge comparable if  
26 not higher rates.

27       26. Class Counsel has incurred costs of \$12,083.62 to successfully  
28 prosecute this Action. These costs included filing fees for pleadings and motions,

1 service of process, deposition reporter and transcripts, copying, postage, messenger  
2 services, mediation fees, travel and participating in mediation, attorney services fees,  
3 etc. Attached hereto as **Exhibit 3** is a true and correct copy of Class Counsel's  
4 itemized costs.

5 25. My firm's work on this case has been entirely contingent on  
6 successfully resolving the wage and hour claims alleged in this Action and  
7 collecting an award of attorneys' fees. Our clients were not responsible for paying  
8 our attorneys' fees and would only collect attorneys' fees if we were successful on  
9 their behalf. Our firm has litigated this Action for over three years without any  
10 payment of attorneys' fees and has advanced litigation costs on a contingency basis,  
11 carrying the risk that this time and out-of-pocket costs would be lost if the case  
12 was not resolved successfully. If the case proceeded to trial, this tie and the costs  
13 would have increased dramatically.

14 26. Despite the complexity of the case, Class Counsel has, through the  
15 investment of substantial effort and the resources of our law firm, been able to secure  
16 an outstanding settlement on behalf of the Class Members. Plaintiffs would have  
17 faced substantial legal and factual obstacles in demonstrating that class certification  
18 was appropriate, and the difficulties inherent in managing and marshalling evidence  
19 for class action claims are exponentially multiplied when dealing with such a large  
20 number of employees. Plaintiffs will also be required to establish a significant  
21 amount of witness testimony, pattern and practice evidence, statistical evidence,  
22 sampling evidence, expert testimony, and other evidence in order to evaluate and  
23 present arguments at trial. The further conduct of this litigation will likely span  
24 several additional years and require the dedication of extensive resources to first  
25 establish complex class certification and then to establish the merits of all class  
26 claims at trial or through contested motion practice. Further, the legal attacks by the  
27 transportation industry on California labor laws as applied to commercial drivers  
28 which has most recently resulted in the FMSCA opinion that California's meal and

1 rest break laws should be preempted, and moreover that said determination should  
2 apply retroactively.

3 I declare under penalty of perjury that the foregoing is true and correct.

4 Executed on this 16th day of November 2019 at Irvine, California.

5  
6 /s/ James R. Hawkins

7 James R. Hawkins  
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# **EXHIBIT 1**

1 SHEPPARD, MULLIN, RICHTER & HAMPTON, LLP  
2 PAUL S. COWIE, Cal. Bar No. 250131  
3 pcowie@sheppardmullin.com  
4 379 Lytton Ave.  
5 Palo Alto, California 94301  
6 Telephone: 650.815.2600  
7 Facsimile: 650.815.2601

8 SHEPPARD, MULLIN, RICHTER & HAMPTON, LLP  
9 ROBERT MUSSIG, Cal. Bar No. 240369  
10 rmussig@sheppardmullin.com  
11 333 South Hope Street, 43rd Floor  
12 Los Angeles, California 90071-1422  
13 Telephone: 213.620.1780  
14 Facsimile: 213.620.1398

15 Attorneys for Defendants SWIFT  
16 TRANSPORTATION CO. OF ARIZONA,  
17 LLC, and SWIFT TRANSPORTATION COMPANY

18 UNITED STATES DISTRICT COURT  
19 CENTRAL DISTRICT OF CALIFORNIA

20 JAMES R. RUDSELL, on behalf of  
21 himself and all others similarly situated

22 Plaintiffs,

23 v.

24 SWIFT TRANSPORTATION  
25 COMPANY OF ARIZONA, LLC, a  
26 DELAWARE Corporation, SWIFT  
27 TRANSPORTATION COMPANY as  
28 DOES 1; and DOES 1 through 50,  
inclusive,

Defendants.

Case No. 5:12-cv-00692 VAP (OPx)

Hon. Virginia A. Phillips

**STIPULATION AND  
SETTLEMENT OF CLASS ACTION  
CLAIMS**



**STIPULATION AND SETTLEMENT AGREEMENT**  
**OF CLASS ACTION CLAIMS**

I. Settlement Agreement. This Stipulation and Settlement Agreement of Class Action Claims ("Settlement," "Stipulation," or "Agreement") is made between Gilbert Saucillo and James Rudsell ("Named Plaintiffs") on behalf of themselves and each of the other "Plaintiffs" as defined herein, on the one hand, and the defendants, Swift Transportation Co. of Arizona, LLC and Swift Transportation Co., Inc. (collectively "Defendants" or "Swift") on the other hand, in the actions pending in the United States District Court for the Central District of California, Case Nos. ED-CV-00692 VAP (OPx) and Case No. ED-CV 10-00809 VAP (OPx), and subject to the approval of the Court. This Settlement was reached pursuant to a mediation conducted on April 23, 2018, by Mark Rudy and further months'-long negotiations between the parties, including further assistance of Mr. Rudy.

II. Definitions.

A. The term "Settlement" means the settlement described in this Stipulation.

B. The term "Settlement Administrator" means ILYM Group Inc., whom the Parties mutually agree shall be responsible for the administration of the Settlement, distribution of any amounts owed under this settlement, and matters necessarily related thereto, pursuant to the terms of this Stipulation.

C. The term "Court" as used herein means the United States District Court for the Central District of California located at First Street Courthouse, 350 West 1<sup>st</sup> Street, Los Angeles, California 90012.

D. The term "Plaintiffs' Counsel" or "Class Counsel" means, Gregory E. Mauro and James R. Hawkins of James Hawkins APLC on behalf of Plaintiff James Rudsell and Stanley D. Saltzman of Marlin and Saltzman, LLP on behalf of Plaintiff Gilbert Saucillo.

1 E. The terms “Rudsell Lawsuit” or “Rudsell Action” mean the  
2 action entitled James R. Rudsell v. Swift Transportation Company of Arizona, LLC,  
3 et al., United States District Court for the Central District of California, Case No.  
4 ED-CV-00692 VAP (OPx), pending before the Hon. Virginia A. Phillips of the  
5 United States District Court for the Central District of California. The terms  
6 “Burnell Lawsuit” or “Burnell Action” mean the action entitled John Burnell, et al.  
7 v. Swift Transportation Co. of Arizona, LLC, et al., United States District Court for  
8 the Central District of California, Case No. ED-CV 10-00809 VAP (Opx), pending  
9 before the Hon. Virginia A. Phillips of the United States District Court for the  
10 Central District of California. The terms “Lawsuits” and “Actions” mean,  
11 collectively, the Rudsell Lawsuit and the Burnell Lawsuit.

12 F. The term “Settlement Class Period” means the time period  
13 beginning March 22, 2006 through January 31, 2019.

14 G. The term “Named Plaintiffs” means James Rudsell and Gilbert  
15 Saucillo.

16 H. The term “Plaintiffs” means all drivers employed by Defendants  
17 to perform work in the State of California and who earned mileage-based  
18 compensation during the Settlement Class Period. Defendants represent there were  
19 approximately 19,000 Plaintiffs as of the date of the mediation who worked  
20 approximately 850,000 workweeks in the Settlement Class Period.

21 I. The term “Class Member” means any of the Plaintiffs who have  
22 not requested exclusion from the Settlement.

23 III. Background and Procedural History.

24 The Rudsell Action was filed against Defendants by Named Plaintiff James  
25 R. Rudsell in the Superior Court of the State of California of the County of San  
26 Bernadino on January 10, 2012. The Operative Rudsell Complaint alleges the  
27 following causes of action: (1) Failure to Pay Minimum Wage (Lab. Code §§ 1194.  
28 1197, IWC Wage Order 9); (2) Failure to Provide Meal Periods or Compensation in

1 Lieu Thereof (Lab. Code §§ 226.7, 512, IWC Wage Order 9); (3) Failure to Provide  
2 Rest Periods or Compensation in Lieu Thereof (Lab. Code §§ 226.7, 512, IWC  
3 Wage Order 9); (4) Knowing and Intentional Failure to Comply With Itemized  
4 Employee Wage Statement Provisions (Lab. Code §§ 226(b), 1174, 1175); (5)  
5 Waiting Time Subclass (Bus. & Prof. Code § 201-2012, 204); (6) Violation of  
6 Unfair Competition Law (Bus. & Prof. Code § 17200, *et seq.*); and (7) Private  
7 Attorneys General Act of 2004 (Lab. Code § 2698, *et seq.*). Defendants answered  
8 the Operative Rudsell Complaint on May 2, 2012 and removed the matter on May 3,  
9 2012 from the Superior Court of California of San Bernardino County to the United  
10 States District Court for the Central District of California.

11 The Burnell Action was filed against Defendants by Named Plaintiff John  
12 Burnell in the Superior Court of the State of California of the County of San  
13 Bernardino on March 22, 2010. Defendants removed the Burnell Action to the  
14 United States District Court for the Central District of California on June 2, 2010.  
15 Gilbert Saucillo was added as a Named Plaintiff and proposed class representative  
16 on or about August 27, 2013. The Operative Burnell Complaint alleges: (1)  
17 Recovery of Unpaid Minimum Wages (Lab. Code §§ 204, 223, 1194, 1197 and  
18 1198); (2) Failure to Provide Meal and Rest Periods (Lab. Code §§ 226.7 and 512);  
19 (3) Failure to Indemnify (Lab. Code § 2802(a)); (4) Failure to Timely Furnish  
20 Accurate Itemized Wage Statements (Lab. Code § 226(a)); (5) Unlawful Payment  
21 Instruments (Lab. Code § 212(a)); (6) Failure to Timely Pay All Earned Final  
22 Wages (Lab. Code §§ 201-203); (7) Unfair Competition (Bus. & Prof. Code §§  
23 17200, *et seq.*); and (8) Civil Penalties (Lab. Code §§ 2698, *et seq.*).

24 On April 23, 2018, the Parties attended a full-day mediation with mediator  
25 Mark Rudy, but were not able to reach a settlement on that date. The Parties  
26 continued to engage in settlement discussions through Mr. Rudy and ultimately  
27 reached a settlement, the terms of which are memorialized in further detail herein.  
28

1 IV. Investigation in the Class Actions. The Parties conducted a significant  
2 investigation of the facts and law during the prosecution of these Actions.

3 In the Rudsell Action, such investigation has included, *inter alia*, the  
4 exchange of information and documents through informal and formal discovery.  
5 Both Parties exchanged Initial Disclosures pursuant to Federal Rule of Civil  
6 Procedure Rule 26(a). Named Plaintiffs propounded and Defendants responded to  
7 substantial written discovery. Defendants produced over one million pages of  
8 documents to Named Plaintiffs. The Parties also held numerous meetings and  
9 informal conferences wherein they exchanged information and theories of the case.

10 In the Burnell Action, such investigation has included, *inter alia*, the  
11 exchange of information and documents through informal and formal discovery.  
12 Both Parties exchanged Initial Disclosures pursuant to Federal Rule of Civil  
13 Procedure Rule 26(a). Named Plaintiffs propounded and Defendants responded to  
14 substantial written discovery, resulting in, among other things, the production of  
15 over one million pages of documents to Named Plaintiffs. Defendants propounded  
16 and Named Plaintiffs responded to significant written discovery. The Parties also  
17 conducted at least fourteen (14) depositions in the Burnell Action, including  
18 numerous 30(b)(6) depositions. Named Plaintiffs demanded and were provided  
19 with class contact information for putative class members. Further, the Parties held  
20 numerous meetings and informal conferences wherein they exchanged information  
21 and theories of the case.

22 Counsel for the Parties further investigated the applicable law as applied to  
23 the facts discovered regarding the alleged claims of Plaintiffs and potential defenses  
24 thereto, and the damages claimed by Plaintiffs. The gist of the Actions is that  
25 Named Plaintiffs allege Defendants failed to properly compensate Plaintiffs by  
26 virtue of not paying for all non-driving time and that the averaging of time to meet  
27 California minimum wage standards was unlawful. Named Plaintiffs also allege  
28 that Defendants failed to provide meal and permit and authorize paid rest periods to

1 their drivers or to reimburse expenses or use proper payment instruments. Named  
2 Plaintiffs also allege a variety of additional claims, including derivative claims for  
3 failure to pay wages upon separation and inaccurate wage statements. For these  
4 allegedly improper actions, Named Plaintiffs demand various amounts for wages,  
5 penalties, interest, attorneys' fees, and restitution. Plaintiffs' Counsel are aware of  
6 the defenses and positions of Defendants, but believe Plaintiffs would ultimately  
7 succeed in the Action.

8 Named Plaintiffs have fully investigated the factual and legal bases for the  
9 causes of action asserted in the Action. As a result of their investigation the  
10 applicable Named Plaintiffs continue to believe that Defendants failed to properly  
11 compensate drivers for all time worked and failed to properly provide meal and rest  
12 periods, to reimburse expenses, or use lawful payment instruments.

13 Defendants have denied all allegations. Defendants contend they fully and  
14 separately paid for all hours worked, including all non-driving activities, and  
15 provided all meal and rest periods in accordance with California law, as well as  
16 reimbursing expenses and using lawful payment instruments. Further, Defendants  
17 contend that case law supports their compensation system, and that they have a good  
18 faith argument for paying the putative class via the method they did such that no  
19 waiting time penalties are owed and the wage statements utilized are and were  
20 accurate.

21 Given the disagreement between the Parties as to the viability of these claims,  
22 the Parties believe the Settlement provided for herein is a fair, adequate and  
23 reasonable settlement.

24 V. Benefits of Settlement to Class Members. Named Plaintiffs recognize  
25 the expense and length of continued proceedings necessary to continue the litigation  
26 against Defendants through trial and through any possible appeals, including the  
27 fluid changes in the regulations and law as applied to the Class and facts of this of  
28 this case. In fact, as of this date, the Burnell action is approximately nine years old,



1 and if not resolved by the Settlement set forth herein, would have many years of  
2 additional litigation left to reach a conclusion. Named Plaintiffs have also taken into  
3 account the uncertainty and risk of the outcome of further litigation, and the  
4 difficulties and delays inherent in such litigation, as described above. Named  
5 Plaintiffs are also aware of the burdens of proof necessary to establish liability for  
6 the claims asserted in the Actions (the "Claims" or "Class Action Claims"),  
7 Defendants' defenses thereto, and the difficulties in establishing damages for  
8 Plaintiffs. Named Plaintiffs have also taken into account the extensive discovery  
9 undertaken, motion practice including a motion for class certification, and  
10 settlement negotiations conducted, which negotiations resulted in the material  
11 settlement terms set forth herein. Based on the foregoing, Named Plaintiffs have  
12 determined that the Settlement set forth in this Agreement is a fair, adequate and  
13 reasonable settlement, and is in the best interests of Plaintiffs.

14 VI. Defendants' Reasons for Settlement. Defendants have concluded that  
15 any further defense of this litigation would be protracted and expensive for all  
16 Parties. Defendants have devoted substantial amounts of time, energy and resources  
17 to the defense of the claims asserted by Plaintiffs and, unless this Settlement is  
18 made, will continue to do so for the foreseeable future. For these reasons,  
19 Defendants have agreed to settle the manner upon the terms set forth in this  
20 Agreement, to put to rest the Claims as set forth in the Actions.

21 VII. Defendants' Denials of Wrongdoing. Defendants have denied and  
22 continue to deny each of the claims and contentions alleged by Plaintiffs in the  
23 Actions. Defendants have repeatedly asserted and continue to assert defenses  
24 thereto, and have expressly denied and continue to deny any wrongdoing or legal  
25 liability arising out of any of the facts or conduct alleged in the Actions. Defendants  
26 also have denied and continue to deny, *inter alia*, the allegations that Plaintiffs have  
27 suffered damages; that Defendants improperly failed to pay Plaintiffs all wages  
28 owed; that Defendants failed to properly provide meal and rest periods; that



1 Defendants provided Plaintiffs with inaccurate wage statements; that Defendants  
2 failed to timely pay all wages due at separation of employment; that Defendants  
3 failed to reimburse business expenses; that Defendants used unlawful payment  
4 instruments; that Defendants engaged in any unlawful, unfair or fraudulent business  
5 practices; that Defendants engaged in any other wrongful conduct as alleged in the  
6 Actions; or that Plaintiffs were harmed by the conduct alleged in the Actions.  
7 Neither this Agreement, nor any document referred to or contemplated herein, nor  
8 any action taken to carry out this Agreement, is, may be construed as, or may be  
9 used as an admission, concession or indication by or against Defendants of any  
10 fault, wrongdoing or liability whatsoever.

11 VIII. Plaintiffs' Claims. Named Plaintiffs claim and continue to claim that  
12 the Released Claims (as defined below) have merit and give rise to liability on the  
13 part of Defendants. Neither this Agreement nor any documents referred to herein,  
14 or any action taken to carry out this Agreement is or may be construed as or may be  
15 used as an admission by or against Plaintiffs or Class Counsel as to the merits or  
16 lack thereof of the claims asserted.

17 IX. Stipulation. NOW, THEREFORE, IT IS HEREBY STIPULATED, by  
18 and among Named Plaintiffs on behalf of Plaintiffs on the one hand, and Defendants  
19 on the other hand, and subject to the approval of the Court, that the Actions are  
20 hereby being compromised and settled pursuant to the terms and conditions set forth  
21 in this Agreement and that upon the Effective Date (as defined below) the Actions  
22 shall be dismissed with prejudice and shall be a binding and final resolution of the  
23 Released Claims by Class Members, subject to the recitals set forth hereinabove  
24 which by this reference become an integral part of this Agreement and subject to the  
25 following terms and conditions:

26 1. "Effective Date". As used in this Settlement, "Effective Date"  
27 means the date by which the Settlement Agreement is finally approved as provided  
28 herein and the Court's Final Judgment becomes final. For purposes of this

1 Agreement, the Final Judgment “becomes final” when: (i) the period for filing any  
2 appeal, writ, or other appellate proceeding opposing the Settlement has elapsed  
3 without any appeal, writ, or other appellate proceeding having been filed; (ii) any  
4 appeal, writ or other appellate proceeding opposing the Settlement has been  
5 dismissed finally and conclusively with no right to pursue further remedies or relief;  
6 or (iii) any appeal, writ or other appellate proceeding has upheld the Court’s final  
7 order with no right to pursue further remedies or relief. In this regard, it is the  
8 intention of the parties that the Settlement shall not become effective until the  
9 Court’s order approving the Settlement is completely final, and there is no further  
10 recourse by an appellant or objector who seeks to contest the Settlement. Class  
11 Certification. Federal Rule of Civil Procedure 23 Class. For the purposes of this  
12 Stipulation only, the Parties agree to the certification of the Settlement Class  
13 pursuant to Fed. R. Civ. Proc. 23, to include all Plaintiffs. Should the Stipulation not  
14 become final, for whatever reason, the fact that the Parties were willing to stipulate  
15 to class certification as part of the Settlement shall have no bearing on, and shall not  
16 be admissible in connection with, the issue of whether a class should be certified in  
17 a non-settlement context in the Lawsuits, and shall have no bearing on, and shall not  
18 be admissible in connection with, the issue of whether a class should be certified in  
19 any other lawsuit.

20 3. Releases.

21 (a) Release Of All Claims Based Upon The Facts Pled In The  
22 Complaints Filed in the Rudsell and Burnell Lawsuits. As of the Effective Date of  
23 this Agreement, all Class Members fully and finally release Defendants and each of  
24 their past, present and future agents, employees, servants, officers, directors,  
25 partners, trustees, representatives, shareholders, stockholders, attorneys, parents,  
26 subsidiaries, equity sponsors, related companies/corporations and/or partnerships  
27 (defined as a company/corporation and/or partnership that is, directly or indirectly,  
28 under common control with Defendants or any of their parents and/or affiliates),

1 divisions, assigns, predecessors, successors, insurers, consultants, joint ventures,  
2 joint employers, affiliates, and alter-egos, and all of their respective past, present  
3 and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries,  
4 parents, subsidiaries, and assigns (collectively, the "Released Parties") from any and  
5 all Class Released Claims during the Settlement Period. The Class Released Claims  
6 include, but are not limited to, all claims arising from or related to the facts and  
7 claims alleged in the Actions, or that could have been raised in the Action based on  
8 the facts and claims alleged. The Class Released Claims include, without limitation,  
9 all claims for unpaid wages of whatever kind, including, but not limited to, failure to  
10 pay minimum wages; failure to pay straight time compensation, overtime  
11 compensation, double-time compensation, reporting time compensation, off-the-  
12 clock work, time subject to employer's control, and/or interest; missed, late, short or  
13 interrupted meal and/or rest periods, including any claim for any alleged failure to  
14 pay premiums for missed, late, short or interrupted meal or rest periods, or to pay  
15 such premiums at the regular rate of compensation; reimbursement for business  
16 expenses or any other claim that Defendants allowed or required employees to bear  
17 any of the costs associated with the operation of Defendants' business; inaccurate or  
18 otherwise improper wage statements and/or failure to keep or maintain accurate  
19 records; unlawful deductions; unlawful payment instruments; any claim for unfair  
20 business practices arising out of or related to any or all of the aforementioned  
21 claims; any claim for penalties arising out of or related to any or all of the  
22 aforementioned claims, including, but not limited to, recordkeeping penalties, wage  
23 statement penalties, minimum-wage penalties, and waiting-time penalties; and  
24 attorneys' fees and costs. The Class Released Claims include any and all claims  
25 arising under the California Labor Code to the extent the following code sections  
26 relate to or include the Released Claims set forth above (including, but not limited  
27 to, sections 200, 201, 201.3, 201.5, 202, 203, 204, 205.5, 210, 212, 216, 218, 218.5,  
28 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.7, 226.8, 227.3, 450, 510,

1 511, 512, 516, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 1198,  
2 2698 et seq. and 2699 et seq.); the applicable Wage Orders of the California  
3 Industrial Welfare Commission; California Business and Professions Code section  
4 17200, et seq.; the California Civil Code, to the extent it relates to or includes the  
5 Released Claims set forth above, including but not limited to, sections 3287, 3289,  
6 3336 and 3294; California Code of Civil Procedure § 1021.5; California common  
7 law, to the extent it relates to or includes the Released Claims set forth above; and  
8 the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. (“FLSA”) and/or federal  
9 common law, to the extent said Federal laws relate to or include the Released  
10 Claims set forth above,. The Class Released Claims also include any and all claims  
11 under the Private Attorneys General Act, Cal. Lab. Code § 2698 et seq. (“PAGA”)  
12 that were or could have been asserted in the Action based on the facts alleged or are  
13 reasonably related to those asserted. The PAGA Released Claims include PAGA  
14 Claims asserted during the PAGA Settlement Period of March 22, 2009 through  
15 January 31, 2019. This release excludes the release of claims not permitted by law.

16 With respect to Yard Hostlers and Yard Hostlers only, the parties  
17 disagree on the impact of this release. Defendants maintain that the case law  
18 dictates that the release of 203 penalties, and other penalties, in these Actions,  
19 effects a release of all such claims for the affected Yard Hostler Class Members,  
20 regardless of any other actions that may be pending involving those same Class  
21 Members because an employee may only claim 203 penalties once, regardless of the  
22 number of different alleged violations triggering such penalties. Plaintiffs disagree,  
23 and assert that to the extent that factual claims that were not asserted in these actions  
24 and could not have been asserted in the actions on behalf of mileage-based drivers  
25 exist, and are being pursued in other actions against the Defendant Releasees,  
26 specifically *Fritsch v. Swift Transportation Co. of Arizona, LLC*, United States  
27 District Court Case No. 5:17-cv- 02226-JGB-SP, that such Class Members can  
28 pursue such claims for 203 penalties, or other penalties arising therefrom, in such

1 other action, irrespective of any release granted in this matter. Plaintiffs believe this  
2 issue of law is unsettled in California, and thus the Parties do not agree upon the  
3 legal issue underlying this question of law, that being whether the release granted  
4 herein would apply to such other claims for 203 penalties or other penalties sought  
5 in the referenced action. That issue will be resolved, if necessary, in such other  
6 action.

7  
8 (b) General Release By Named Plaintiffs Only. In addition to  
9 the releases made by the Class Members set forth above, Named Plaintiffs for  
10 themselves only, as of the Effective Date, make the additional following general  
11 release of all claims, known or unknown. (The release set forth in this paragraph  
12 shall be referred to hereinafter as the "General Release"). As of the date of  
13 Judgment, Named Plaintiffs fully and finally release the Released Parties for  
14 themselves individually, from any and all claims, known and unknown, under  
15 federal, state and/or local law, statute, ordinance, regulation, common law, or other  
16 source of law, including but not limited to claims arising from or related to their  
17 employment with Defendants and/or the termination of their employment ("Named  
18 Plaintiffs' Released Claims"). Named Plaintiffs' Released Claims include, but are  
19 not limited to, all claims asserted in, arising from or related in any way to the  
20 Actions, including without limitation any and all claims that could have been  
21 asserted as part of the Actions based on the facts alleged. Named Plaintiffs'  
22 Released Claims include all claims for unpaid wages, including, but not limited to,  
23 failure to pay minimum wages; failure to pay straight time compensation, overtime  
24 compensation, double-time compensation, reporting time compensation, off-the-  
25 clock work, time subject to employer's control, and/or interest; missed, late, short or  
26 interrupted meal and/or rest periods, including any claim for any alleged failure to  
27 pay premiums for missed, late, short or interrupted meal or rest periods, or to pay  
28 such premiums at the regular rate of compensation; reimbursement for business



1 expenses or any other claim that Defendants allowed or required employees to bear  
2 any of the costs associated with the operation of Defendants' business; inaccurate or  
3 otherwise improper wage statements and/or failure to keep or maintain accurate  
4 records; unlawful deductions; unlawful payment instruments; any claim for unfair  
5 business practices arising out of or related to any or all of the aforementioned  
6 claims; any claim for penalties arising out of or related to any or all of the  
7 aforementioned claims, including, but not limited to, recordkeeping penalties, wage  
8 statement penalties, minimum-wage penalties, and waiting-time penalties; and  
9 attorneys' fees and costs. Named Plaintiff's Released Claims include all claims  
10 arising under the California Labor Code (including, but not limited to, sections 200,  
11 201, 201.3, 201.5, 202, 203, 204, 205.5, 210, 212, 216, 218, 218.5, 218.6, 221, 222,  
12 222.5, 223, 224, 225, 225.5, 226, 226.7, 226.8, 227.3, 450, 510, 511, 512, 516, 558,  
13 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 1199, 2698 et seq., 2800  
14 and 2802); all claims arising under the Wage Orders of the California Industrial  
15 Welfare Commission; California Business and Professions Code section 17200, et  
16 seq.; the California Civil Code, including but not limited to, sections 3287, 3289,  
17 3336 and 3294; 12 CCR § 11040; 8 CCR § 11060; California Code of Civil  
18 Procedure § 1021.5; California common law; the FLSA; federal common law; and  
19 the Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq. Named  
20 Plaintiffs' Released Claims include any and all claims under the Private Attorneys  
21 General Act, Cal. Lab. Code § 2698 et seq. ("PAGA"), of any kind, including but  
22 not limited to the PAGA claims asserted in the Actions. Named Plaintiffs' Released  
23 Claims also include all claims for lost wages and benefits, emotional distress,  
24 retaliation, punitive damages, and attorneys' fees and costs arising under federal,  
25 state, or local laws for discrimination, harassment, retaliation, and wrongful  
26 termination, such as, by way of example only, (as amended) 42 U.S.C. section 1981,  
27 Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the  
28 Age Discrimination in Employment Act, and the California Fair Employment and



1 Housing Act; and the law of contract and tort. This release excludes the release of  
2 claims not permitted by law.

3 Named Plaintiffs' Released Claims include all claims, whether known or  
4 unknown. Even if Named Plaintiffs discover facts in addition to or different from  
5 those that they now know or believe to be true with respect to the subject matter of  
6 Named Plaintiffs' Released Claims, those claims will remain released and forever  
7 barred. Thus, Named Plaintiffs expressly waive and relinquish the provisions, rights  
8 and benefits of section 1542 of the California Civil Code, which reads:

9 A general release does not extend to claims that the  
10 creditor or releasing party does not know or suspect to  
11 exist in his or her favor at the time of executing the release  
12 and that, if known by him or her, would have materially  
13 affected his or her settlement with the debtor or released  
14 party

15 Named Plaintiffs' Released Claims apply only to Named Plaintiffs  
16 individually and not to the Class Members.

17 4. Gross Settlement Amount. The term "Gross Settlement  
18 Amount" is a non-reversionary common fund that shall have a value of no more  
19 than and no less than \$7,250,000.00 (Seven Million Two Hundred and Fifty  
20 Thousand Dollars and No Cents) and includes without limitation any and all  
21 payments Defendants may be responsible for under the Settlement, including  
22 attorneys' fees and costs, any class representative enhancement payments,  
23 claims administration costs, and any employer-side payroll taxes due and owing as a  
24 result of the Settlement. Defendants shall pay to the Settlement Administrator under  
25 the terms of this Stipulation and Settlement of Class Action Claims the entire Gross  
26 Settlement Amount of \$7,250,000.00 within 20 business days of the Effective Date.  
27 The total amount that Defendants shall pay for any and all purposes under this  
28 Agreement is the Gross Settlement Amount. The Gross Settlement Amount is non

1 reversionary. Allocation of Gross Settlement Amount. The Gross Settlement  
2 Amount shall be allocated among these elements:

3 (a) The “Fees Award” to Class Counsel, in an amount not to  
4 exceed \$2,416,666.66 (Two Million Four Hundred and Sixteen Thousand Six  
5 Hundred and Sixty-Six Dollars and Sixty-Six Cents), which is one third of the Gross  
6 Settlement Amount;

7 (b) The “Costs Award” to Class Counsel, in an amount not to  
8 exceed \$100,000.00 (One Hundred Thousand Dollars And No Cents);

9 (c) “Service Awards” to the Named Plaintiffs, in an amount  
10 not to exceed \$5,000.00 (Five Thousand Dollars And No Cents) each, for a total of  
11 \$10,000.00 (Ten Thousand Dollars And No Cents);

12 (d) The “PAGA Payment,” in an amount not to exceed  
13 \$500,000.00 (Five Hundred Thousand Dollars and No Cents) representative of  
14 penalties recoverable under PAGA, 75% of which, or \$375,000.00, will be paid to  
15 the LWDA, and 25% of which, or \$125,000.00, will be paid to Class Members; and

16 (e) The “Claims Administration Expenses,” in an amount not  
17 to exceed \$100,000.00 (One Hundred Thousand Dollars And No Cents).

18 6. Plan of Allocation for Payment to Class Members. Within 20  
19 business days after the Effective Date, and solely for purposes of this Settlement,  
20 Defendants shall wire the Gross Settlement Amount, \$7,250,000.00, into a Qualified  
21 Settlement Account established by the Settlement Administrator pursuant to Internal  
22 Revenue Code section 1.468B-1 for distribution in accordance with the following  
23 eligibility and settlement formula requirements:

24 (a) Excluded from becoming Class Members are those  
25 Plaintiffs who submit valid and timely requests for exclusion pursuant to the terms  
26 and procedures of the Notice of Pendency of Settlement of Class Action attached as  
27 Exhibit 1 hereto. The Gross Amount of these Awards will be calculated as follows:  
28

1 (i) After deducting the amount of Fees Award, the  
2 Costs Award, the Service Awards, the LWDA portion of the PAGA Payment, and  
3 Claims Administration Expenses from the Gross Settlement Amount that are all  
4 finally approved by the Court, the remaining amount will be labeled the "Payout  
5 Fund." The entire Payout Fund will be distributed to Class Members as described  
6 herein below. There shall be no reversion of any portion of the Gross Settlement  
7 Amount to Defendants;

8 (ii) All Class Members will automatically receive an  
9 Award on a pro-rata basis, based on the number of workweeks they worked as Class  
10 Members as compared to the number of workweeks worked by all Class Members.  
11 For example, if the Payout Fund is \$4,000,000 and if there were 800,000 workweeks  
12 worked by all Class Members during the Class Period, each workweek would have a  
13 value of \$5.00. A Class Member who worked for 52 weeks, for example, would be  
14 eligible for an Award of approximately \$260.00. There is no need for a Class  
15 Member to submit a Claim Form in order to be eligible for and to receive an Award.  
16 Any partial workweek will be rounded up to the nearest full workweek. If the  
17 number of workweeks actually accrued during the Settlement Class Period by Class  
18 Members exceeds 850,000, the Gross Settlement Amount shall be increased by the  
19 percentage difference between that amount and the actual number of workweeks  
20 during the Settlement Class Period.

21 (i) Thirty-three percent (33%) of all Award payments  
22 to participating Class Members will be called the "Wage Portion." From each  
23 individual's Wage Portion, payroll deductions will be made for state and federal  
24 withholding taxes and any other applicable payroll deductions owed by the  
25 Settlement Class Member as a result of the payment, resulting in a "Net Wage  
26 Portion." The remaining sixty-seven percent (67%) of all Award Payments to  
27 participating Class Members will represent the "Non-Wage Portion" of the  
28 Settlement Awards and includes interest and penalties sought in the Action. No

1 deductions will be made from the Non-Wage Portion of the Settlement Awards.  
2 Class Members will be issued W2s for the Wage Portions of their Settlement  
3 Awards and IRS Form 1099s for the Non-Wage Portions. Once the allocations are  
4 made between the Wage Portion and Non-Wage Portion, and applicable payroll  
5 deductions are made for state and federal withholding taxes and any other applicable  
6 payroll deductions from the Wage Portion, the resulting amount shall be the  
7 individual's "Net Settlement Amount." The Net Settlement Amount will be the net  
8 amount paid to each Class Member and is the individual's "Settlement Payment."

9           7.     Fees Award, Costs Award, and Incentive Award. Class Counsel  
10 will request, and Defendants will not oppose, an award of attorneys' fees ("Fees  
11 Award") of up to \$2,416,666.00 (Two Million Four Hundred and Sixteen Thousand  
12 Six Hundred and Sixty-Six Dollars and Sixty-Six Cents). This constitutes one third  
13 of the Gross Settlement Amount. Class Counsel shall request, and Defendants will  
14 not oppose, an award of costs incurred up to \$100,000.00 (One Hundred Thousand  
15 Dollars and No Cents) ("Costs Award"). Class Counsels' Fees Award and Costs  
16 Award shall be paid out of the Gross Settlement Amount. Any Fees Award and  
17 Costs Award shall be paid by the Settlement Administrator to Class Counsel within  
18 20 business days of the Effective Date either by check or wiring the Fees Award and  
19 Costs Award to an account designated by Class Counsel. Class Counsel will be  
20 issued an IRS Form 1099 for their award of attorneys' fees. If the Court awards  
21 attorneys' fees and costs less than said amount, the un-awarded amounts shall  
22 remain in the Payout Fund and be distributed to Class Members. Class Counsel  
23 shall not be permitted to petition the Court for, or accept, any additional payments  
24 for fees, costs, or interest, and the Fees and Costs Awards shall be for all claims for  
25 attorneys' fees and costs past and present incurred in the Class Action to date  
26 through Final Approval and Claims Administration of this Settlement. Upon the  
27 Effective Date, payment of the Fees Award and Costs Award to Class Counsel as set  
28 forth herein shall constitute full satisfaction of the obligation to pay any amounts to

1 any person, attorney or law firm for attorneys' fees, expenses or costs in the Class  
2 Actions incurred by any attorney on behalf of Named Plaintiffs and/or the Class  
3 Members, and shall relieve Class Members, Defendants, the Settlement  
4 Administrator, the Settlement Fund, and Defendants' Counsel of any other claims or  
5 liability to any other attorney or law firm for any attorneys' fees, expenses and/or  
6 costs to which any of them may claim to be entitled on behalf of Named Plaintiffs  
7 and/or the Class Members.

8 Class Counsel may apply for Service Awards for the Named Plaintiffs in an  
9 amount not to exceed \$5,000.00 (Five Thousand Dollars and No Cents) each for a  
10 total of \$10,000.00 (Ten Thousand Dollars and No Cents) ("Service Award"), to be  
11 paid to each Named Plaintiff for his and their time and effort spent pursuing the  
12 Actions; for the risks associated with suing Defendants; and for their agreement to  
13 enter into a general release of all claims. Defendants agree not to oppose such an  
14 application, so long as it is consistent with the provisions of this Agreement. Any  
15 Service Awards shall be paid by the Settlement Administrator to each Named  
16 Plaintiff within 20 business days of the Effective Date either by check or wiring the  
17 Enhancement Awards to an account designated by Class Counsel. Named Plaintiffs  
18 will be issued IRS Form 1099s for the Enhancement Awards. If the Court awards  
19 Service Awards less than said amount, the unawarded amounts shall remain in the  
20 Payout Fund and distributed to Class Members.

21 8. CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS  
22 AGREEMENT (FOR PURPOSES OF THIS SECTION, THE  
23 "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT  
24 OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")  
25 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS  
26 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE  
27 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND  
28 OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH



1 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED  
2 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF  
3 UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART  
4 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED  
5 EXCLUSIVELY UPON HER OR ITS OWN, INDEPENDENT LEGAL AND TAX  
6 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION  
7 WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS  
8 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER  
9 PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND  
10 (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR  
11 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY  
12 TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE  
13 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO  
14 ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS  
15 THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S  
16 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS  
17 LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING  
18 PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY  
19 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY  
20 THIS AGREEMENT.

21 9. Responsibilities of Defendants. Defendants shall:

22 (a) Provide, within 20 business days of preliminary approval of  
23 this Settlement, the Settlement Administrator a "Class List and Data Report"  
24 showing each Plaintiff's name, most current mailing address and telephone number,  
25 social security number, and the respective number of weeks each Plaintiff worked as  
26 a Driver during the Settlement Class Period. Defendants shall provide the list in an  
27 electronic format reasonably acceptable to the Settlement Administrator. The  
28

1 Settlement Administrator will keep the list confidential, and will use it only for the  
2 purposes described herein;

3 (b) Fund the \$7,250,000.00 Gross Settlement Amount within 20  
4 business days of the Effective Date;

5 (c) At no time shall Defendants have the obligation to segregate  
6 the funds comprising the Gross Settlement Amount from their other assets and will  
7 retain exclusive authority over, and responsibility for, those funds until the date  
8 those amounts are required to be funded pursuant to this Agreement.

9 10. Operation of the Gross Settlement Amount.

10 (a) The Settlement Administrator will calculate the individual  
11 Awards to be paid to the Class Members from the Payout Fund in accordance with  
12 the terms and provisions of this Agreement.

13 (b) The Settlement Administrator shall be responsible for  
14 issuing the payments and calculating and withholding all required state and federal  
15 taxes owed by the Class Members and Defendants.

16 (c) The Settlement Administrator shall have the authority and  
17 obligation to make payment of the Fees Award, Costs Award, Service Awards,  
18 LWDA portion of the PAGA payment, and individual Settlement Class Member  
19 Awards from the Gross Settlement Amount calculated in accordance with the  
20 methodology set out in this Agreement and orders of the Court, and shall do so.

21 (d) To the extent any tax returns must be filed for the Gross  
22 Settlement Amount pursuant to this Agreement, the Settlement Administrator shall  
23 cause to be timely and properly filed all informational and other tax returns, if any,  
24 necessary with respect to the Gross Settlement Amount. Such returns shall be  
25 consistent with this paragraph. Any expenses and/or costs incurred in connection  
26 with the operation and implementation of this paragraph (including, without  
27 limitation, reasonable expenses of tax attorneys, accountants or other designees  
28 retained by the Settlement Administrator as required for the preparation and filing of



1 tax returns described in this paragraph) shall be treated as, and considered to be, a  
2 cost of administration of the Settlement.

3 (e) No person shall have any claim against Defendants,  
4 Defendants' Counsel, Named Plaintiffs, Plaintiffs, Class Counsel or the Settlement  
5 Administrator based on distributions and payments made in accordance with this  
6 Agreement.

7 11. No Injunctive Relief. As part of this Settlement, Defendants  
8 shall not be required to enter into any consent decree, nor shall Defendants be  
9 required to agree to any provision for injunctive relief, or to modify or eliminate any  
10 of its personnel, compensation or payroll practices, or adopt any new personnel,  
11 compensation or payroll practices.

12 12. Notice/Approval of Settlement and Settlement Implementation.  
13 As part of this Settlement, the Parties agree to the following procedures for  
14 obtaining preliminary approval of the Settlement, notifying Plaintiffs, obtaining  
15 final Court approval of the Settlement, and processing the settlement payments:

16 (a) CAFA Notice. Pursuant to CAFA, within ten (10) days  
17 after Named Plaintiffs move for preliminary approval of this Settlement, Defendants  
18 will mail CAFA Notices to the Attorney General of the United States, the Attorney  
19 General of the State of California, and the Attorney General of any other state where  
20 a Plaintiff resides according to Defendants' records. The Parties intend and believe  
21 that the CAFA Notice pursuant to the procedures described in this section comply  
22 with the requirements of CAFA; will seek approval of these procedures for CAFA  
23 Notice in Named Plaintiffs' motions for preliminary approval of the Settlement; and  
24 will request the Court to adjudicate the validity of the CAFA Notice in the motion  
25 for final approval of the Settlement and bar any claim to void or avoid the  
26 Settlement under CAFA.

27 (b) Amended Consolidated Complaint and Motion to Lift  
28 Stay. Within 15 days of the execution of this Agreement, Named Plaintiffs shall file

1 an Amended Consolidated Complaint consolidating both operative complaints in the  
2 Rudsell and Burnell Actions, which consolidated complaint will be filed in the  
3 Rudsell Action. Also within 15 days of the execution of this Agreement, Named  
4 Plaintiffs shall request that the Court lift the stay in the Rudsell Action so as to  
5 permit the filing of the motion for preliminary approval in the Rudsell Action.

6 (c) Preliminary Approval Motion. Named Plaintiffs shall file  
7 a motion for preliminary approval of the Settlement in the Rudsell Action within 15  
8 days of the execution of this Agreement. Plaintiffs shall schedule the motion for  
9 hearing on the earliest date the Court has available that complies with notice  
10 requirements.

11 (d) Preliminary Approval Order. In conjunction with these  
12 hearings, Named Plaintiffs will submit this Agreement, which sets forth the terms of  
13 this Settlement, and will include proposed forms of all notices and other documents  
14 as attached hereto necessary to implement the Settlement. Simultaneous with the  
15 filing of the Stipulation of Settlement and solely for purposes of this Settlement,  
16 Named Plaintiffs will request the Court to enter the Preliminary Approval Order  
17 ("Preliminary Approval Order" or "Order") (attached as Exhibit 2 hereto),  
18 preliminarily approving the proposed Settlement, and setting a hearing date to  
19 determine final approval of the Settlement. The Order shall provide for notice of the  
20 Settlement and related matters to be sent to Plaintiffs as specified herein.

21 (e) Notice to Plaintiffs. Notice of the Settlement shall be  
22 provided to Plaintiffs using the following procedures:

23 (1) Settlement Administrator. The Settlement  
24 Administrator shall be responsible for preparing, printing and mailing to the  
25 Plaintiffs the Notice of Settlement of Class Action attached as Exhibit 1 hereto (the  
26 "Class Notice") as directed by the Court; calculating individual Settlement Awards,  
27 along with the amount of all payroll tax deductions to be withheld; keeping track of  
28 opt-outs and objections; drafting and mailing checks to Class Members; and for such

1 other tasks as the Parties mutually agree or the Court orders the Settlement  
2 Administrator to perform. The Parties each represent they do not have any financial  
3 interest in the Settlement Administrator or otherwise have a relationship with the  
4 Settlement Administrator that could create a conflict of interest.

5 (2) Notice By First-Class Mail. Within 10 calendar  
6 days after receipt of the Class List and Data Report, the Settlement Administrator  
7 shall mail the Class Notice to Plaintiffs via first-class regular U.S. mail. Plaintiffs  
8 will have 45 days from the mailing of the Class Notice to opt-out of or object to the  
9 settlement (“Opt Out/Objection Period”). Prior to mailing, the Settlement  
10 Administrator will perform a search based on the National Change of Address  
11 Database information to update and correct for any known or identifiable address  
12 changes and, if necessary, perform reasonable skip-tracing efforts to locate  
13 Plaintiffs. If a new address is obtained by way of a returned Class Notice, the  
14 Settlement Administrator shall promptly forward the original Class Notice to the  
15 updated address via first-class regular U.S. mail indicating on the original Class  
16 Notice the date of such re-mailing.

17 The Settlement Administrator will, on a weekly basis during and for a  
18 reasonable period following the Notice Period, provide updates to Class Counsel  
19 and Defense Counsel as to the number of Plaintiffs who submitted (i) valid opt-out  
20 requests for exclusions; and (ii) objections. To the extent practicable, the weekly  
21 updates shall also provide updated data on the extent of Class Notices that are  
22 returned undeliverable and any re-mailing efforts.

23 Within 7 calendar days after the close of the Notice Period, the  
24 Settlement Administrator will prepare a declaration to be provided to Class Counsel  
25 and Defendant’s Counsel for filing in support of Plaintiffs’ motion for final approval  
26 attesting to the following: (i) its mailing efforts regarding the Class Notice; (ii) its  
27 receipt of the valid requests for exclusion, and its inability to deliver the Settlement  
28 Class Notice to Plaintiffs, if any; (iii) the number of Class Members; (iv) the highest

1 estimated Award Payments, along with the estimated average Award Payment. The  
2 Settlement Administrator will also prepare and submit to Class Counsel and  
3 Defendants' Counsel for filing in support of the motion any supplemental  
4 declaration as applicable.

5 In the event the procedures in this paragraph are followed and the  
6 intended recipient of a Class Notice still does not receive the Class Notice, the  
7 intended recipient shall remain a Settlement Class Member and will be bound by all  
8 terms of the Settlement and any Final Judgment entered by the Court if the  
9 Settlement is approved by the Court.

10 (f) Procedure for Payment of Settlement Awards. Except for  
11 Plaintiffs who submit valid and timely requests for exclusion as provided herein, all  
12 Class Members shall receive an Award, distributed by the Settlement Administrator  
13 within 20 calendar days of the date of receipt of the tender of payment by the  
14 Defendants. The Settlement Administrator's determination of eligibility for, and the  
15 amounts of, any Settlement Payments under the terms of this Agreement, shall be  
16 conclusive, final and binding on all Parties, including all Class Members.

17 Checks paid to Class Members shall remain valid and negotiable for one  
18 hundred and eighty days from the date of their issuance ("Check Stale Date") and may  
19 thereafter automatically be canceled if not cashed by a Settlement Class Member  
20 within that time. The funds corresponding to voided checks pursuant to this paragraph  
21 shall be deposited into the California Unclaimed Property Fund in accordance with  
22 California Unclaimed Property Law.

23 13. Procedure for Objecting to or Requesting Exclusion From Class  
24 Action Settlement.

25 (a) Procedure for Objecting. The Notice shall provide that  
26 Class Members who wish to object to the Settlement must file with the Court and  
27 serve on counsel for the Parties a written statement objecting to the Settlement.  
28 Such written statement must be filed with the Court and served on counsel for the

Parties no later than forty-five (45) days after the date the Class Notice is first mailed (the "Objection/Exclusion Deadline Date"). No Class Member shall be entitled to be heard at the final Settlement Hearing (whether individually or through separate counsel) or to object to the Settlement, and no written objections or briefs submitted by any Settlement Class Member shall be received or considered by the Court at the Settlement Hearing, unless written notice of the Settlement Class Member's intention to appear at the Settlement Hearing, and copies of any written objections or briefs, shall have been filed with the Court and provided to the Settlement Administrator on or before the Objection/Exclusion Deadline Date. The Parties will be permitted to respond in writing to such objections prior to the Final Approval Hearing. Class Members who fail to file and serve timely written objections in the manner specified above shall remain Class Members and shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

(b) Procedure for Requesting Exclusion. The Class Notice shall provide that Plaintiffs who wish to exclude themselves from the Settlement Class must submit a signed, written statement requesting exclusion from the Settlement Class on or before the Objection/Exclusion Deadline Date. The Opt-Out Request must state in substance:

"I have read the Class Notice and I wish to opt out of the settlement of the following cases: Rudsell v. Swift Transportation Company of Arizona, LLC, et al., Case No. ED-CV-00692 VAP (OPx) and Burnell, et al. v. Swift Transportation Co. of Arizona, LLC, et al., Case No. ED-CV 10-00809 VAP (OPx). I understand that by opting out of the settlement that I will not be bound by any judgment in the cases and will not be entitled to receive any payment from the settlement."

Such written request for exclusion must contain the name, address, telephone number and last four digits of Social Security number of the person requesting exclusion and the location and years of his or her employment by Defendants, must be returned by mail to the Settlement Administrator at a specified



1 address, must be signed by the Plaintiff, and must be postmarked on or before the  
2 Objection/Exclusion Deadline Date. The date of the postmark on the return mailing  
3 envelope shall be the exclusive means used to determine whether a request for  
4 exclusion has been timely submitted. Any Plaintiff who opts-out of the Settlement  
5 Class will not be entitled to any recovery under the Settlement and will not be bound  
6 by the Settlement or have any right to object, appeal or comment thereon. Plaintiffs  
7 who fail to submit a valid and timely request for exclusion on or before the  
8 Objection/Exclusion Deadline Date shall be Class Members and shall be bound by  
9 all terms of the Settlement and any Final Judgment entered in these actions if the  
10 Settlement is approved by the Court.

11 (c) No Solicitation of Settlement Objections or Exclusions.

12 The Parties agree to use their best efforts to carry out the terms of this Settlement.  
13 At no time shall any of the Parties or their counsel seek to directly or indirectly  
14 solicit or otherwise encourage Plaintiffs to submit written objections to the  
15 Settlement or requests for exclusion from the Settlement Class, or appeal from the  
16 Court's Final Judgment.

17 (d) Option to Void Settlement. If, after the

18 Objection/Exclusion Deadline Date, the number of Plaintiffs who have timely  
19 submitted requests for exclusion total in number more than 5 percent of the  
20 Settlement Class, Defendants shall have, in their sole discretion, the option to void  
21 this Settlement. In order to exercise this option, Defendants must notify Class  
22 Counsel in writing within 10 business days after the later of the Objection/Exclusion  
23 Deadline Date, or of learning from the Settlement Administrator that the number of  
24 Plaintiffs who have timely submitted requests for exclusion total in number more  
25 than 5 percent of the Settlement Class.

26 (e) Final Settlement Approval Hearing and Entry of Final

27 Judgment. Upon expiration of the Objection/Exclusion period, with the Court's  
28 permission, a Final Settlement Approval Hearing shall be conducted to determine



1 final approval of the Settlement along with the amount properly payable for (i) the  
2 Fees Award and Costs Award, (ii) Named Plaintiffs' Service Awards, (iii)  
3 Settlement Administrator's Fees and Expenses, and (iv) Settlement Class Member  
4 Awards; and (v) the PAGA Payment to the LWDA. Upon final approval of the  
5 Settlement by the Court at or after the Settlement Hearing, the Parties shall present a  
6 Final Judgment and Order of Dismissal with Prejudice ("Final Judgment") (attached  
7 as Exhibit 3 hereto) to the Court for its approval.

8           The Settlement Administrator shall keep Counsel for the Parties  
9 apprised of all distributions from the Settlement Fund and upon completion of  
10 administration of that portion of the Settlement, the Settlement Administrator shall  
11 provide written certification, under penalty of perjury, of such completion to the  
12 Court and counsel for all Parties.

13           Upon completion of administration of the Settlement, Named Plaintiffs  
14 and Class Counsel shall provide written certification, under penalty of perjury, of  
15 such completion to the Court and Defendants' Counsel. Also upon completion of  
16 administration of the Settlement, the Settlement Administrator shall provide written  
17 certification, under penalty of perjury, of such completion to the Court and counsel  
18 for all Parties, as provided herein.

19           (f) Administration Costs. All of Defendants' own legal fees,  
20 costs and expenses incurred in this Action shall be borne by Defendants. As set  
21 forth above, claims administration expenses will be paid from the Gross Settlement  
22 Amount. The Parties agree to cooperate in the Settlement administration process  
23 and to make all reasonable efforts to control and minimize the costs and expenses  
24 incurred in administration of the Settlement.

25           (g) Nullification of Settlement Agreement. In the event: (i)  
26 the Court does not enter the Order specified herein; (ii) the Court does not finally  
27 approve the Settlement as provided herein; (iii) the Court does not enter a Final  
28 Judgment as provided herein which becomes final as a result of the occurrence of

1 the Effective Date; or (iv) the Settlement does not become final for any other reason,  
2 this Settlement Agreement shall be null and void and any order or judgment entered  
3 by the Court in furtherance of this Settlement shall be treated as void ab initio. In  
4 such a case, the Parties and any funds to be awarded under this Settlement shall be  
5 returned to their respective statuses as of the date and time immediately prior to the  
6 execution of this Agreement, and the Parties shall proceed in all respects as if this  
7 Settlement Agreement had not been executed, except that any fees already incurred  
8 by the Settlement Administrator shall be borne equally by the Parties. In the event  
9 an appeal is filed from the Court's Final Judgment, or any other appellate review is  
10 sought prior to the Effective Date, administration of the Settlement shall be stayed  
11 pending final resolution of the appeal or other appellate review.

12           14. Privacy of Documents and Information. Plaintiffs and their  
13 counsel agree that none of the documents and information provided to them by  
14 Defendants shall be used for any purpose other than settlement of the Actions.  
15 Named Plaintiffs and their Class Counsel agree to comply with the terms of the  
16 Stipulated Protective Order entered in Burnell Action on February 28, 2013.

17           15. No Effect on Employee Benefits. The Service Awards and  
18 Settlement Payments paid to Named Plaintiffs and Class Members shall be deemed  
19 not to be pensionable earnings and shall not have any effect on the eligibility for, or  
20 calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement  
21 plans, etc.) of the respective Named Plaintiffs or Class Members. The Parties agree  
22 that any Service Awards and Settlement Payments paid to Named Plaintiffs and  
23 Class Members under the terms of this Agreement do not represent any modification  
24 of Named Plaintiffs' or Class Members' previously credited hours of service or  
25 other eligibility criteria under any employee pension benefit plan or employee  
26 welfare benefit plan sponsored by Defendants. Further, any Service Awards or  
27 Settlement Payments hereunder shall not be considered "compensation" in any year  
28

1 for purposes of determining eligibility for, or benefit accrual within, an employee  
2 pension benefit plan or employee welfare benefit plan sponsored by Defendants.

3           16. Publicity. The Parties agree that neither Named Plaintiffs nor  
4 Class Counsel shall issue any press release or announcement of any kind related in  
5 any way to the settlement. Named Plaintiffs and Class Counsel agree that, prior to  
6 preliminary approval of the settlement, they will keep the terms of the settlement  
7 confidential except for purposes of communicating with Named Plaintiffs only.  
8 Named Plaintiffs shall be informed that the settlement is confidential and shall be  
9 advised to keep the settlement confidential. From and after preliminary approval of  
10 the settlement, Named Plaintiffs and Class Counsel may: (1) as required by law; (2)  
11 as required under the terms of the Settlement; or (3) as required under counsel's  
12 duties and responsibilities as Class Counsel, comment regarding the specific terms  
13 of the settlement. In all other cases, Named Plaintiffs and Class Counsel agree to  
14 limit their statements regarding the terms of the settlement, whether oral, written or  
15 electronic (including the world wide web), to say the Actions have been resolved  
16 and that Named Plaintiffs and Class Counsel are satisfied with the settlement terms.  
17 Class Counsel shall not, at any time, advertise or mention the terms of the  
18 Settlement on personal or firm website(s); shall not discuss the terms of the  
19 Settlement with media, general public, or issue press releases; and shall limit any  
20 statements regarding the terms of the Settlement to that information that is publicly  
21 available. Nothing in this Paragraph is intended to interfere with Class Counsel's  
22 duties and obligations to faithfully discharge their duties as Class Counsel, including  
23 but not limited to, communicating with Class Members regarding the settlement.

24           17. No Admission By the Released Parties. The Released Parties,  
25 including Defendants, deny any and all claims alleged in the Rudsell and Burnell  
26 Actions and deny any and all wrongdoing whatsoever. This Agreement is not a  
27 concession or admission, and shall not be used against Defendants or any of the  
28 Released Parties as an admission or indication with respect to any claim of any fault,

1 concession or omission by Defendants or any of the Released Parties. Whether or  
2 not the Settlement is finally approved, neither the Settlement, nor any document,  
3 statement, proceeding or conduct related to this Agreement, nor any reports or  
4 accounts thereof, shall in any event be:

5 (a) construed as, offered or admitted in evidence as, received  
6 as, or deemed to be evidence for any purpose adverse to the Released Parties,  
7 including, but not limited to, evidence of a presumption, concession, indication or  
8 admission by any of the Released Parties of any liability, fault, wrongdoing,  
9 omission, concession or damage; or

10 (b) disclosed, referred to or offered or received in evidence  
11 against any of the Released Parties, in any further proceeding in the Rudsell Action  
12 or Burnell Action, or any other civil, criminal or administrative action or proceeding  
13 except for purposes of settling the Rudsell Action and Burnell Action pursuant to  
14 this Agreement.

15 (c) The Released Parties, including Defendants, shall have the  
16 right to use this Settlement, including the Releases set forth above, to defend against  
17 any claims asserted by Class Members that are encompassed within the Releases,  
18 whether such claims are asserted in the Rudsell and Burnell Actions or any other  
19 lawsuit.

20 18. Exhibits and Headings. The terms of this Agreement include the  
21 terms set forth in any attached Exhibits 1-3, which are incorporated by this reference  
22 as though fully set forth herein. Any Exhibits to this Agreement are an integral part  
23 of the Settlement. The descriptive headings of any paragraphs or sections of this  
24 Agreement are inserted for convenience of reference only and do not constitute a  
25 part of this Agreement.Interim Stay of Proceedings. The Parties agree to hold all  
26 proceedings in the Rudsell Action and Burnell Action, except such proceedings  
27 necessary to implement and complete the Settlement, in abeyance pending the  
28 Settlement Hearing to be conducted by the Court.Amendment or Modification. This

1 Agreement may be amended or modified only by a written instrument signed by  
2 counsel for all Parties or their successors-in-interest. Entire Agreement. This  
3 Agreement and any attached Exhibits constitute the entire agreement among these  
4 Parties, and no oral or written representations, warranties or inducements have been  
5 made to any Party concerning this Agreement or its Exhibits other than the  
6 representations, warranties and covenants contained and memorialized in such  
7 documents.

8           22. Authorization to Enter Into Settlement Agreement. Counsel for  
9 all Parties warrant and represent they are expressly authorized by the Parties whom  
10 they represent and who are signing this Agreement, to negotiate this Agreement and  
11 to take all appropriate action required or permitted to be taken by such Parties  
12 pursuant to this Agreement to effectuate its terms, and to execute any other  
13 documents required to effectuate the terms of this Agreement. The Parties and their  
14 counsel will cooperate with each other and use their best efforts to effect the  
15 implementation of the Settlement.

16           23. Binding on Successors and Assigns. This Agreement shall be  
17 binding upon, and inure to the benefit of, the successors or assigns of the Parties  
18 hereto, as previously defined.

19           24. California Law Governs. All terms of this Agreement and the  
20 Exhibits hereto shall be governed by and interpreted according to the laws of the  
21 State of California. Counterparts. This Agreement may be executed in one or more  
22 counterparts. All executed counterparts and each of them shall be deemed to be one  
23 and the same instrument provided that counsel for the Parties to this Agreement  
24 shall exchange among themselves original signed counterparts.

25           26. This Settlement is Fair, Adequate and Reasonable. The Parties  
26 believe this Settlement is a fair, adequate and reasonable settlement of the Class  
27 Actions and have arrived at this Settlement in arms-length negotiations, taking into  
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-31-



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JAMES RUDSELL

Date: 5/2/17

  
GILBERT SAUCELLO

SWIFT TRANSPORTATION CO. OF  
ARIZONA, LLC

SWIFT TRANSPORTATION CO., INC.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

1 account all relevant factors, present and potential. This Settlement was reached after  
2 extensive negotiations.

3           27. Jurisdiction of the District Court. The Court shall retain  
4 jurisdiction with respect to the interpretation, implementation and enforcement of  
5 the terms of this Agreement and all orders and judgments entered in connection  
6 therewith, and the parties and their counsel hereto submit to the jurisdiction of the  
7 Court for purposes of interpreting, implementing and enforcing the settlement  
8 embodied in this Agreement and all orders and judgments entered in connection  
9 therewith.

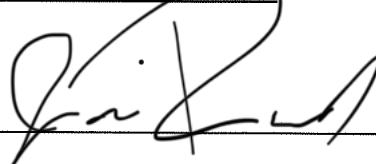
10           28. Cooperation and Drafting. Each of the parties has cooperated in  
11 the drafting and preparation of this Agreement. Hence, in any construction made to  
12 this Agreement, the same shall not be construed against any of the parties.

13           29. Invalidity of Any Provision. Before declaring any provision of  
14 this Agreement invalid, the Court shall first attempt to construe the provisions valid  
15 to the fullest extent possible consistent with applicable precedents so as to define all  
16 provisions of this Agreement valid and enforceable.

17           30. Named Plaintiff General Release Remains Effective. Named  
18 Plaintiffs set forth herein agree to sign this Agreement, and by signing this  
19 Agreement are bound by the terms herein stated upon final approval, including  
20 without limitation the general release set forth above. Named Plaintiffs shall retain  
21 their rights as Class Members under this Agreement, but understand that should they  
22 opt out of the Settlement, they shall waive their rights to any recovery of any  
23 Service Award, although their General Release of all claims will remain in effect.

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27 Date: **4-30-19**  
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NAMED PLAINTIFFS



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JAMES RUDSELL

Date: \_\_\_\_\_

\_\_\_\_\_  
GILBERT SAUCILLO

SWIFT TRANSPORTATION CO. OF  
ARIZONA, LLC

SWIFT TRANSPORTATION CO., INC.

Date: 4-24-19

By:   
Its: GENERAL COUNSEL

## **EXHIBIT 2**

# Time Ticket Diary Report

Report Date: 11/18/2019  
 Report Time: 2:44PM  
 Page: 1 of 21  
 User ID: hitson

## JAMES HAWKINS APLC

**Date Range:** 01/01/1900 to 11/18/2019  
**Timekeeper:** All  
**Client:** SWIFT James Rudsell  
**Matter:** JRH3215 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co.  
**Billing Type:** All  
**Task Code:** All  
**Hold Status:** All (both Held and Non-Held)  
**Billing Status:** Unbilled Only  
**Sorted by:** Timekeeper,Date,Client

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
<b>GEM</b> Greg Mauro										
SWIFT James Rudsell Time Ticket Text:	JRH3215	10/15/2011 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. conf and discussions w/ GEM and MLW re new case, violations and causes of action	127	1.70	1,360.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	10/19/2011 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. meet w/ potential additional rep; witness info and docs	128	2.40	1,920.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	10/20/2011 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. review client docs and witness info; strategy discussions w/ JRH	129	2.20	1,760.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	10/22/2011 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. research re causes; due diligence and review of docs	130	3.20	2,560.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	10/29/2011 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. phone call w/ client; additional info; memo to file	131	1.00	800.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	11/10/2011 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. further due diligence and strategy discussion; complaint; docs and venue	132	1.50	1,200.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	11/30/2011 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. meet w/ JRH and client; additional docs; witnesses and complaint	133	4.00	3,200.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	12/10/2011 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. conf w/ client; conf w/ JRH; re complaint	134	2.00	1,600.00	BL			No	Unbilled

**Time Ticket Diary Report**Report Date: 11/18/2019  
Report Time:  
Page: 2 of 21  
User ID: hitson**JAMES HAWKINS APLC**

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
SWIFT James Rudsell Time Ticket Text:	JRH3215	12/15/2011 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. legal research; email MLW re same; memo to file	135	1.90	1,520.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	12/20/2011 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. begin to gather docs and draft complaint; email JRH re same	136	2.60	2,080.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	12/28/2011 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. continue to draft complaint; conf w/ client	137	1.20	960.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	01/04/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. redline revisions for complaint; conf w/ JRH re same; continue to draft	138	2.30	1,840.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	01/06/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. strategy discussions w/JRH re complaint and research	139	1.50	1,200.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	01/09/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. final revisions to complaint; prep docs for filing; email MLW re same; POS	140	2.60	2,080.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	01/15/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. email from MLW re filing; phone call w/ client re same	141	0.50	400.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	03/01/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. receipt of voicemail from client; returned phone call re status	142	0.70	560.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	03/20/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. receipt and review; conf w/ JRH; calendar; email MLW re same	143	0.60	480.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	03/21/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. motion to remand; conf w/ JRH re same; email MLW re calendar; phone call w/ client re same	144	2.90	2,320.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	03/24/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. prep for hearing; review docs	145	1.00	800.00	BL			No	Unbilled



**Time Ticket Diary Report**

Report Date: 11/18/2019  
 Report Time: 2:44PM  
 Page: 3 of 21  
 User ID: hitson

**JAMES HAWKINS APLC**

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
SWIFT James Rudsell Time Ticket Text:	JRH3215	03/25/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. hearing prep; conf w/ JRH; review docs	146	1.90	1,520.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	03/26/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. prep; review; travel and attend hearing	147	6.50	5,200.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	03/29/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. crs w/ MLW re summons and complaint; draft FAC; conf w/ JRH re same	148	2.40	1,920.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	03/30/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. prep docs; FAC and email to MLW re filing; phone call w/ client and memo to file	149	2.10	1,680.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/11/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. prep for hearing; strategy discussions w/ JRH re same	150	2.30	1,840.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/13/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. prep; review and attend hearing	151	3.20	2,560.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/15/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. phone call from client re status	152	0.60	480.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	05/07/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. receipt and review of notice of removal; crs w/ JRH; strategy discussions and review	153	3.10	2,480.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	05/08/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. receipt of dec Rohwer; conf w/ JRH	154	0.50	400.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	05/08/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. strategy discussions w/ JRH re decs; email MLW re calendar; memo to file and phone call w/ client	155	1.30	1,040.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	05/09/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. certificate of interested parties; notice of counsel and parties; receipt and review; crs re same	156	1.80	1,440.00	BL			No	Unbilled

**Time Ticket Diary Report**

Report Date: 11/18/2019  
 Report Time: 2:44PM  
 Page: 4 of 21  
 User ID: hitson

**JAMES HAWKINS APLC**

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
SWIFT James Rudsell Time Ticket Text:	JRH3215	06/11/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. review crs from D and proposed stip re waiver of LR-23-3, return crs re word version for edits...	4	0.20	160.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	06/11/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. crs and emails re cert	157	0.30	240.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	07/02/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. strategy discussions w/ JRH; case set up and review	158	1.40	1,120.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	08/07/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. prep for conf w/ other counsel; email crs re same	159	0.60	480.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	08/08/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. prep and participate w/ conf w/other counsel on competing case	160	1.10	880.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	08/10/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. receipt of voicemail from client; returned phone call	161	0.50	400.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	08/17/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. conf w/ JRH and MB re action; email MLW re same-calendar	162	1.00	800.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	09/10/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. conf cal lwith D re status of case...	8	0.80	640.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	09/20/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. conf call with Sonne re stip to proceed with discovery prior to RULE 26 conference...	9	0.70	560.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	10/12/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. crs re joint report; draft and email crs re same	163	1.10	880.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	10/13/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. crs re joint report	164	0.50	400.00	BL			No	Unbilled

**Time Ticket Diary Report**

Report Date: 11/18/2019  
 Report Time: 2:44PM  
 Page: 5 of 21  
 User ID: hitson

**JAMES HAWKINS APLC**

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
SWIFT James Rudsell Time Ticket Text:	JRH3215	10/16/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. prep crs to D re meet and confer LR 7-3 re commencement of discovery as no Rule 26 conference has been scheduled yet...	10	0.60	480.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	10/16/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. prep SC report to state court re status of removal. prep crs to D re same. review retrun crs re same and prep for filing report...	11	1.10	880.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	10/16/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. additional conf and crs re joint report; email MLW re same	165	0.60	480.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	10/20/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. research and strategy discussions w/ JRH re continuance	166	0.80	640.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	10/25/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. prep docs; email MLW; f/u on filing; memo to file	167	1.10	880.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	11/01/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. voicemail from client; email MLW; f/u appt	168	0.60	480.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	01/08/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. conf call with D Sonne re rule 26 early meeting conference...	12	0.90	720.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	01/22/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. prepare draft Rule 26 joint report. prep crs to D re same...	13	1.90	1,520.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	01/26/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. prep docs for MLW re copies for judge; memo	169	0.90	720.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	01/28/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. rev crs from D re revised joint report. review proposed joint report. propose redline changes. prep return crs to D re same...	14	1.40	1,120.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	01/28/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. review multiple crs from D re rule 26 joint report. Review joint report and prepare ADR form 1 for filing. Prep	15	1.10	880.00	BL			No	Unbilled

**Time Ticket Diary Report**

Report Date: 11/18/2019  
 Report Time: 2:44PM  
 Page: 6 of 21  
 User ID: hitson

**JAMES HAWKINS APLC**

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
SWIFT James Rudsell Time Ticket Text:	JR3215	01/30/2013 return crs to D re same. File joint report and send for courtesy copy... Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. discussions w/ JRH and client re disclosures; email MLW re same	171	0.80	640.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JR3215	02/07/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. review document and draft Initial Disclosure statement. send to DDS for service...	16	1.10	880.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JR3215	02/07/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. further crs and emails re disclosures	172	0.70	560.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JR3215	03/02/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. crs and conf re RFP's; conf w/ client and JRH; prep docs	173	2.80	2,240.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JR3215	03/03/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. continue to draft discovery responses; RFP and email crs re same	174	2.50	2,000.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JR3215	03/04/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. continue discovery; prep docs; conf w/ JRH; email MLW re docs	175	1.80	1,440.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JR3215	03/08/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. conf call with Sonne re stay...	17	0.60	480.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JR3215	03/11/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. review client intake and FAC re claims. Propound written discovery to D...	18	2.40	1,920.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JR3215	03/11/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. prep for and participate in conf w/ other plaintiff's counsel; memo to file	176	0.80	640.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JR3215	03/25/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. research and prep for hearing; conf w/ JRH re same	177	1.20	960.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JR3215	03/27/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. continue to prep for hearing re removal	178	1.50	1,200.00	BL			No	Unbilled

**Time Ticket Diary Report**

Report Date: 11/18/2019  
 Report Time: 2:44PM  
 Page: 7 of 21  
 User ID: hitson

**JAMES HAWKINS APLC**

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
SWIFT James Rudsell Time Ticket Text:	JRH3215	03/29/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. prep; travel and attend hearing; email MLW re calendar; memo to file and phone call w/ client re same	179	3.00	2,400.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	03/31/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. due diligence; strategy discussions w/ JRH	180	1.50	1,200.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/13/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. receipt of responses from defense; review; conf w/ JRH re same; email MLW re calendar	181	2.40	1,920.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/14/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. review responses; crs re same	182	1.30	1,040.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	05/29/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. phone call from client; returned phone call re status; memo	185	0.40	320.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	11/09/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. review file and prep for conf w/ counsel	183	1.40	1,120.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	11/10/2014 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. prep; review and participate in conf w/ co-counsel; crs w/ JRH re same	184	1.50	1,200.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	11/22/2014 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. phone call f/u w/ client re status	186	0.60	480.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	02/01/2017 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. strategy meeting w/ JRH and MLW re mediation; case set up; due diligence	187	2.00	1,600.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	02/15/2017 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. conf w/ co-counsel; emails; crs re mediation and cert; further research	188	2.80	2,240.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/15/2017 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. receipt of voicemail from client; returned phone call	189	0.30	240.00	BL			No	Unbilled

**Time Ticket Diary Report**

Report Date: 11/18/2019  
 Report Time: 2:44PM  
 Page: 8 of 21  
 User ID: hitson

**JAMES HAWKINS APLC**

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
SWIFT James Rudsell Time Ticket Text:	JRH3215	12/20/2017 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co.	190	0.40	320.00	BL			No	Unbilled
		crs re mediation; memo								
SWIFT James Rudsell Time Ticket Text:	JRH3215	12/21/2017 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co.	191	2.50	2,000.00	BL			No	Unbilled
		strategy meeting w/ JRH re mediation; docs; travel; email MLW re same								
SWIFT James Rudsell Time Ticket Text:	JRH3215	01/05/2018 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co.	192	0.60	480.00	BL			No	Unbilled
		crs and phone call w/ client re mediation								
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/13/2018 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co.	193	5.60	4,480.00	BL			No	Unbilled
		begin to review file; docs and prep for mediation; crs w/ JRH re same								
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/14/2018 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co.	194	4.80	3,840.00	BL			No	Unbilled
		draft brief for mediation; strategy discussions w/ JRH re same								
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/16/2018 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co.	217	3.10	2,480.00	BL			No	Unbilled
		continue mediation prep and review; confirm travel; crs w/ mediator								
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/17/2018 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co.	21	8.90	7,120.00	BL			No	Unbilled
		prep for mediation-conf with D re same-review voluminous documents-conf with mediator...								
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/17/2018 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co.	215	4.60	3,680.00	BL			No	Unbilled
		mediation strategy discussions; conf and review of docs								
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/18/2018 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co.	20	10.50	8,400.00	BL			No	Unbilled
		prep for mediation-continued draft of brief and review of documents-exchange crs with D re same-conf with co counsel re same-conf with possible co counsel Saltzman...								
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/18/2018 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co.	195	6.90	5,520.00	BL			No	Unbilled
		finalize brief and continue to prep and review docs for mediation prep								
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/20/2018 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co.	196	5.90	4,720.00	BL			No	Unbilled
		review damages w/ JRH; doc review; phone call w/ client and continue to prep for mediation								



**Time Ticket Diary Report**

Report Date: 11/18/2019  
 Report Time: 2:44PM  
 Page: 9 of 21  
 User ID: hitson

**JAMES HAWKINS APLC**

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/21/2018 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. continue to prep and review for mediation	214	6.40	5,120.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/22/2018 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. prep and travel for mediation	197	6.50	5,200.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/23/2018 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. prep and attend mediation	198	12.50	10,000.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/24/2018 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. travel from mediation	199	6.70	5,360.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/26/2018 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. email and crs w/ mediator and JRH	200	0.50	400.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	07/24/2018 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. Conference call with Client re Settlement- Conference call with co counsel JH re same- Exchange multiple emails with Defense re MOU...	22	1.50	1,200.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/30/2019 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. Email regarding Swift at 7:36p. re settlement agreement...	23	1.00	800.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	05/16/2019 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. revisions to prelim docs; dec; conf w/ JRH re same; email MLW re prep docs and calendar	201	4.30	3,440.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	05/22/2019 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. continue to draft prelim and prep docs	202	2.00	1,600.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	06/03/2019 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. prep docs for filing; review and file w/ MLW re memo to file	203	1.40	1,120.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	06/23/2019 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. conf w/ counsel re meet and confer w/ JRH and defense counsel	204	1.50	1,200.00	BL			No	Unbilled

**Time Ticket Diary Report**

Report Date: 11/18/2019  
 Report Time: 2:44PM  
 Page: 10 of 21  
 User ID: hitson

**JAMES HAWKINS APLC**

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
SWIFT James Rudsell Time Ticket Text:	JRH3215	06/24/2019 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. reply to objection; conf w/ JRH re same	205	7.20	5,760.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	07/27/2019 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. reply discussions; conf w/ JRH	206	1.80	1,440.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	07/28/2019 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. reply; review and revisions; conf w/ JRH	207	2.50	2,000.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	07/29/2019 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. due diligence further for reply; conf w/ JRH; research and phone call w/ client	213	3.80	3,040.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	07/30/2019 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. prep docs for filing; crs w/ MLW re same; chamber; calendar	208	1.50	1,200.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	10/05/2019 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. final approval strategy discussions; due diligence; conf	209	2.20	1,760.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	10/06/2019 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. draft revisions to final; dec and docs	210	2.40	1,920.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	11/10/2019 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. final approval motion and docs	211	2.10	1,680.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	11/15/2019 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. finalize motion and docs; conf w/ JRH re same; email MLW re prep docs for filing; memo	212	1.90	1,520.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	11/17/2019 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. estimation of hours to complete case wrap up	170	15.00	12,000.00	BL			No	Unbilled
<b>Totals For:GEM</b>				<b>252.60</b>	<b>202,080.00</b>					

JRH James Hawkins

**Time Ticket Diary Report**

Report Date: 11/18/2019  
 Report Time: 2:44PM  
 Page: 11 of 21  
 User ID: hitson

**JAMES HAWKINS APLC**

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
SWIFT James Rudsell Time Ticket Text:	JRH3215	10/12/2011 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. voicemail from potential client; returned phone call, schedule time to speak, email MLW re calendar...	27	0.70	595.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	10/13/2011 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. research potential employer and violations...	30	2.60	2,210.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	10/13/2011 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. phone call w/ potential client...	29	1.60	1,360.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	10/14/2011 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. meet w/ client; intake and retainer...	31	4.50	3,825.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	10/15/2011 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. review client docs and due diligence...	34	2.40	2,040.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	10/17/2011 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. Conf. w/ client re: status.	1	0.90	765.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	10/19/2011 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. Conf w/ client re: add'l rep.	2	1.20	1,020.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	11/20/2011 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. further due diligence; legal research...	35	3.80	3,230.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	11/30/2011 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. meet w/ client re additional docs; review...	36	3.60	3,060.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	12/10/2011 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. strategy discussions w/ GEM re filing; venue...	38	1.80	1,530.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	12/20/2011 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. phone call w/ client re status and docs...	40	0.60	510.00	BL			No	Unbilled

**Time Ticket Diary Report**

Report Date: 11/18/2019  
 Report Time: 2:44PM  
 Page: 12 of 21  
 User ID: hitson

**JAMES HAWKINS APLC**

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
SWIFT James Rudsell Time Ticket Text:	JRH3215	01/04/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. redline revisions to complaint; review and discussions w/ GEM re same...	41	2.30	1,955.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	01/06/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. further research re complaint and further strategy discussions...	42	1.80	1,530.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	01/09/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. filing complaint discussions; email MLW re same; calendar; memo...	43	1.40	1,190.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	03/20/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. receipt and review; crs w/ GEM re same...	45	0.90	765.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	03/21/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. motion to remand	48	2.60	2,210.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	03/25/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. prep for hearing; discussions w/ GEM re same	46	2.50	2,125.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	03/26/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. prep for hearing; travel and attend; email MLW re calendar; memo to file	47	4.00	3,400.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	03/26/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. Attendance at hearing, travel to/from...	3	5.25	4,462.50	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	03/30/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. crs w/ MLW re summons and complaint	50	0.80	680.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	03/30/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. FAC; crs w/ GEM re same	51	1.60	1,360.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/12/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. prep for hearing	55	1.40	1,190.00	BL			No	Unbilled

**Time Ticket Diary Report**

Report Date: 11/18/2019  
 Report Time: 2:44PM  
 Page: 13 of 21  
 User ID: hitson

**JAMES HAWKINS APLC**

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/13/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. prep for and attend hearing	56	1.70	1,445.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	05/07/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. notice of removal; discussions w/ GEM; strategy	57	1.40	1,190.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	05/08/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. receipt and review of dec R. Rohwer	60	0.70	595.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	05/08/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. strategy discussions w/ GEM re cert of notice of interested parties; notice of counsel and parties	58	1.50	1,275.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	06/10/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. phone call w/ client re status	61	0.90	765.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	07/02/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. strategy w/ GEM	62	1.80	1,530.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	08/08/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. Conf. w/ other counsel on competing case, conf. w/ co-counsel re: same...	5	1.20	1,020.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	08/08/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. Conf with other plaintiff counsel...	6	0.90	765.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	08/17/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. Conference cl to MB re: action...	7	0.70	595.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	10/13/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. crs re joint report	63	0.80	680.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	10/16/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. joint report	64	0.30	255.00	BL			No	Unbilled

**Time Ticket Diary Report**

Report Date: 11/18/2019  
 Report Time: 2:44PM  
 Page: 14 of 21  
 User ID: hitson

**JAMES HAWKINS APLC**

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
SWIFT James Rudsell Time Ticket Text:	JRH3215	10/20/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. crs and discussions w/ GEM re continuance	66	0.50	425.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	10/25/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. crs and email MLW re filing; calendar; crs w/ GEM re same	68	0.40	340.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	11/05/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. phone call w/ client re status	69	0.60	510.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	01/27/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. strategy w/ GEM; copies to judge; email MLW	70	0.70	595.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	01/30/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. phone call w/ client re disclosures	72	1.70	1,445.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	02/07/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. crs re disclosures; email MLW re same	73	0.50	425.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	03/02/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. meet re RFP's; review docs and crs w/ GEM re same	74	2.30	1,955.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	03/04/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. cont RFP	75	1.90	1,615.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	03/11/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. Conference call with other plaintiff counsel re: status, conf. with co-counsel...	19	0.60	510.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	03/26/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. legal research and due diligence...	81	1.80	1,530.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	03/28/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. prep for status removal hearing...	78	1.60	1,360.00	BL			No	Unbilled



**Time Ticket Diary Report**

Report Date: 11/18/2019  
 Report Time: 2:44PM  
 Page: 15 of 21  
 User ID: hitson

**JAMES HAWKINS APLC**

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
SWIFT James Rudsell Time Ticket Text:	JRH3215	03/29/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. prep and attend hearing; email crs re same...	79	2.30	1,955.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	03/31/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. pacer access; doc review and strategy discussion w/ GEM...	82	1.20	1,020.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/12/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. receipt and review defenses RFP and SROG...	83	1.40	1,190.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/15/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. continue to review docs from defense; strategy w/ GEM...	85	2.70	2,295.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/20/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. phone call w/ client re status...	86	0.70	595.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	11/21/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. receipt of voicemail from client; returned phone call; left voicemail...	87	0.20	170.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	11/29/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. phone call w/ client...	88	0.50	425.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	10/20/2014 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. phone call w/ client...	89	0.40	340.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	11/10/2014 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. conf w/ GEM and co-counsel re strategy and due diligence...	126	1.00	850.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	06/05/2015 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. phone call w/ client; status; memo to file...	123	0.50	425.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	02/01/2017 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. conf and meet w/ GEM and MLW re mediation strategy; conf w/ co-counsel re same...	124	1.70	1,445.00	BL			No	Unbilled

**Time Ticket Diary Report**

Report Date: 11/18/2019  
 Report Time: 2:44PM  
 Page: 16 of 21  
 User ID: hitson

**JAMES HAWKINS APLC**

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
SWIFT James Rudsell Time Ticket Text:	JRH3215	02/15/2017 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. conf w/ co-counsel; cert and mediation...	125	1.90	1,615.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	12/20/2017 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. multiple crs re mediation...	90	0.60	510.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	12/21/2017 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. strategy discussions w/ GEM re mediation...	91	2.60	2,210.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/10/2018 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. review docs; file; damages and discussions w/ GEM; phone call w/ client; mediation due diligence...	122	6.80	5,780.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/15/2018 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. prep and review for mediation; binders; email w/ MLW re same...	102	7.80	6,630.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/16/2018 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. mediation discussions; analysis of damages; strategy discussions; due diligence	103	9.40	7,990.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/17/2018 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. begin damage model for mediation; begin review of defense docs; strategy w/ GEM; crs w/ mediator; review file; phone call w/ client	101	10.50	8,925.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/18/2018 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. review docs from defense in prep for mediation	100	7.90	6,715.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/19/2018 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. continue to prep for mediation; brief; phone call w/ client; crs re mediation	99	9.40	7,990.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/20/2018 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. continue analysis of damages; prep for mediation; review file	98	8.70	7,395.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/21/2018 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. damage model; review; analysis and strategy discussions w/ GEM re mediation	97	9.80	8,330.00	BL			No	Unbilled

**Time Ticket Diary Report**

Report Date: 11/18/2019  
 Report Time: 2:44PM  
 Page: 17 of 21  
 User ID: hitson

**JAMES HAWKINS APLC**

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/22/2018 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. prep; review for mediation and travel	96	11.20	9,520.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/23/2018 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. prep for; review and attend mediation	94	13.50	11,475.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/24/2018 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. travel from mediation	95	7.50	6,375.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/30/2018 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. f/u w/ mediator; review; crs w/ GEM re same.	104	3.10	2,635.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	05/02/2018 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. phone call w/ client re mediation; status	105	1.50	1,275.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	05/30/2018 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. conf w/ co-counsel; strategy and crs w/ GEM re same	113	1.70	1,445.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	03/02/2019 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. phone call w/ client and GEM	114	1.00	850.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	05/15/2019 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. draft prelim; discussions w/ GEM; strategy and review	106	3.30	2,805.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	05/23/2019 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. redline revisions to prelim; dec; crs w/ GEM re same; email MLW re calendar	110	3.10	2,635.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	06/01/2019 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. redline to dec; crs and email re prelim; memo to file	111	2.20	1,870.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	06/03/2019 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. prelim discussions; filing; review and crs re same	115	1.60	1,360.00	BL			No	Unbilled

**Time Ticket Diary Report**

Report Date: 11/18/2019  
 Report Time: 2:44PM  
 Page: 18 of 21  
 User ID: hitson

**JAMES HAWKINS APLC**

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
SWIFT James Rudsell Time Ticket Text:	JRH3215	06/23/2019 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. Met and Conferred with GEM, Co-counsel, and D counsel on Reply to Objection....	25	1.50	1,275.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	06/24/2019 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. Conferred with Co-counsel, and GEM and drafted Reply to Objection/Opposition to Settlement....	24	8.50	7,225.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	07/28/2019 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. reply discussions; crs w/ GEM re same; revisions	118	2.00	1,700.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	07/30/2019 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. crs re chamber copies; email MLW re same; receipt	117	0.50	425.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	08/05/2019 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. Conference call with counsel prep and review file re same...	26	2.50	2,125.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	10/05/2019 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. final approval motion redline revisions and review; crs w/ GEM re same	119	1.70	1,445.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	10/07/2019 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. redline to dec; review final docs; strategy discussions w/ GEM; review of file and memo to file	120	3.40	2,890.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	10/11/2019 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. crs w/ MLW re costs; review report; memo	121	0.60	510.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	11/17/2019 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. estimated time needed for case wrap up	92	19.00	16,150.00	BL			No	Unbilled
Totals For:JRH				250.15	212,627.50					
MLW	Melissa Whitson									
SWIFT James Rudsell Time Ticket Text:	JRH3215	10/12/2011 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. email from JRH; calendar, memo...	28	0.30	58.50	BL			No	Unbilled

**Time Ticket Diary Report**

Report Date: 11/18/2019  
 Report Time: 2:44PM  
 Page: 19 of 21  
 User ID: hitson

**JAMES HAWKINS APLC**

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
SWIFT James Rudsell Time Ticket Text:	JRH3215	10/14/2011 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. assist JRH w/ intake, client docs and retainer. set up new case and file on network...	32	4.60	897.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	10/15/2011 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. scan client docs and open on server; email JRH re same...	33	0.60	117.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	11/30/2011 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. scan additional docs; create file and memo...	37	0.70	136.50	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	12/10/2011 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. calendar dates per JRH; email GEM re same...	39	0.40	78.00	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	01/09/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. prep docs and file complaint; calendar...	44	0.50	97.50	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	03/30/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. prep and file summons and complaint	49	0.50	97.50	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	03/31/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. prep and file FAC	52	0.50	97.50	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	03/31/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. calendar	53	0.30	58.50	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/10/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. set up and confirm courtcall; calendar	54	0.50	97.50	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	05/08/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. scan docs and calendar	59	0.50	97.50	BL			No	Unbilled
SWIFT James Rudsell Time Ticket Text:	JRH3215	10/16/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co. prep and file docs	65	0.40	78.00	BL			No	Unbilled

**Time Ticket Diary Report**

Report Date: 11/18/2019  
 Report Time: 2:44PM  
 Page: 20 of 21  
 User ID: hitson

**JAMES HAWKINS APLC**

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
SWIFT James Rudsell Time Ticket Text:	JRH3215	10/25/2012 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co.	67	0.40	78.00	BL			No	Unbilled
		prep docs and file								
SWIFT James Rudsell Time Ticket Text:	JRH3215	01/28/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co.	71	0.40	78.00	BL			No	Unbilled
		prep and file; courtesy copies to judge								
SWIFT James Rudsell Time Ticket Text:	JRH3215	03/11/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co.	76	0.40	78.00	BL			No	Unbilled
		Prep and file RFP...								
SWIFT James Rudsell Time Ticket Text:	JRH3215	03/28/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co.	77	0.50	97.50	BL			No	Unbilled
		schedule courtcall; confirm and calendar...								
SWIFT James Rudsell Time Ticket Text:	JRH3215	03/29/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co.	80	0.30	58.50	BL			No	Unbilled
		prep joint report...								
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/11/2013 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co.	84	0.60	117.00	BL			No	Unbilled
		scan defenses docs; calendar...								
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/18/2018 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co.	107	5.50	1,072.50	BL			No	Unbilled
		assist JRH w/ mediation prep								
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/19/2018 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co.	108	3.60	702.00	BL			No	Unbilled
		mediation binders; prep per JRH; assist								
SWIFT James Rudsell Time Ticket Text:	JRH3215	04/20/2018 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co.	109	4.00	780.00	BL			No	Unbilled
		assist JRH w/ mediation prep and travel confirmations								
SWIFT James Rudsell Time Ticket Text:	JRH3215	06/01/2018 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co.	112	2.00	390.00	BL			No	Unbilled
		assist w/ prelim motion and docs								
SWIFT James Rudsell Time Ticket Text:	JRH3215	06/03/2019 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co.	116	1.00	195.00	BL			No	Unbilled
		assist w/ prelim; prep and file docs								



# Time Ticket Diary Report

Report Date: 11/18/2019  
 Report Time: 2:44PM  
 Page: 21 of 21  
 User ID: hitson

**JAMES HAWKINS APLC**

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
SWIFT James Rudsell Time Ticket Text:	JRH3215  approx of hours for case closure	11/17/2019 Swift Transportation Co., Inc- James Rudsell v. Swift Transportation Co.	93	8.00	1,560.00	BL			No	Unbilled
<b>Totals For:MLW</b>				<b>36.50</b>	<b>7,117.50</b>					

## Timekeepers Totals

<b>Timekeeper:</b>	<b>GEM</b>	<b>Type</b>	<b>Unbilled</b>
		Billable Hours	252.60
		<b>Total For GEM</b>	<b>252.60</b>
<b>Timekeeper:</b>	<b>JRH</b>	<b>Type</b>	<b>Unbilled</b>
		Billable Hours	250.15
		<b>Total For JRH</b>	<b>250.15</b>
<b>Timekeeper:</b>	<b>MLW</b>	<b>Type</b>	<b>Unbilled</b>
		Billable Hours	36.50
		<b>Total For MLW</b>	<b>36.50</b>

## Firm Totals

<b>TYPE</b>	<b>Unbilled</b>
Billable Hours	539.25
<b>Grand Total:</b>	<b>539.25</b>

# **EXHIBIT 3**



Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
03/28/2013	LRE	Legal Research - Westlaw- GEM	\$13.14		Unbilled				
03/29/2013	CRT	Court Documents - Deliver Check to Phyliss Preston for Transcript of 2/11/13 Hearing	\$116.47		Unbilled				
03/31/2013	PCR	Pacer- Access Courts Electronic Records - Mar 2013 Document Access	\$49.20		Unbilled				
04/01/2013	DDS	DDS Service -In#282510- Deliver Chamber Copies to Judge Phillips	\$59.95		Unbilled				
04/11/2013	SCN	Scanning - Def Respns to RFP1, SROGS1	\$8.50		Unbilled				
12/28/2017	MED	Mediation Fees CK#7252 Mark Rudy Mediation set for 04/23/18	\$7,500.00		Unbilled				
03/20/2018	ACC	Accomodations for Mediation- Hotel for 4/23/18 Mediation- JRH & GEM	\$415.00		Unbilled				
03/20/2018	TE	Travel Expenses- Airfare to San Francisco for Mediation 4/23/18-GEM	\$541.96		Unbilled				
03/20/2018	TE	Travel Expenses-Airfare to San Francisco for Mediation 4/23/18-JRH	\$555.96		Unbilled				
04/23/2018	PRK	Parking Fee-Airport	\$30.00		Unbilled				
04/23/2018	CAR	Transportation Costs-Airport	\$36.24		Unbilled				
04/23/2018	CAR	Transportation Costs- Encore Car Invoice -Mediation 04.23.18	\$188.00		Unbilled				
04/24/2018	CAR	Transportation Costs-Encore Car Invoice -Mediation 04.24.18	\$188.00		Unbilled				
04/30/2018	TE	Travel Expenses-Travel Expenses-Airfare to San Francisco for Mediation 4/23/18-A. Rogers	\$541.98		Unbilled				
06/03/2019	FED	FED EX- Motion for Preliminary Approval Documents sent to Neal Fialkow, Esq., Paul Cowie, Esq. and Stanley Saltzman, Esq.	\$65.16		Unbilled				
06/24/2019	FST	First Legal Network	\$226.25		Unbilled				
07/31/2019	FST	First Legal Network - MANDATORY Chamber Copies of Plf Reply, Dec, NEF - IN #30103231	\$45.75		Unbilled				
08/15/2019	PRK	Parking Fee- Parking Costs GEM	\$18.50		Unbilled				
10/15/2019	SCN	Scanning- Objection letter from class member	\$0.25		Unbilled				
Total:			\$12,083.62	\$0.00					
Balance:			\$12,083.62						

**JAMES HAWKINS APLC**

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed: - - - - -			\$0.00						
Total Fees Unbilled : - - - - -			\$0.00						
Total Fees Received : - - - - -			\$0.00						
Total Soft Cost Billed : - - - - -			\$0.00						
Total Soft Cost Unbilled : - - - - -			\$0.00						
Total Soft Cost Received : - - - - -			\$0.00						
Total Hard Cost Billed : - - - - -			\$0.00						
Total Hard Cost Unbilled : - - - - -			\$12,083.62						
Total Hard Cost Received : - - - - -			\$0.00						
Total Taxes Billed : - - - - -			\$0.00						
Total Taxes Unbilled : - - - - -			\$0.00						
Total Taxes Received : - - - - -			\$0.00						
Total Late Charges Billed : - - - - -			\$0.00						
Total Late Charges Unbilled: - - - - -			\$0.00						
Total Late Charges Received : - - - - -			\$0.00						
Trust Balance: - - - - -			\$0.00						